









# JUDEAN DESERT STUDIES

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THE DOCUMENTS  
FROM THE  
BAR KOKHBA PERIOD  
IN THE  
CAVE OF LETTERS

HEBREW, ARAMAIC AND NABATEAN-ARAMAIC PAPYRI







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FROM THE  
BAR KOKHBA PERIOD  
IN THE  
CAVE OF LETTERS

HEBREW, ARAMAIC AND  
NABATEAN-ARAMAIC PAPYRI

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## PREFACE

Over forty years have passed since the discovery of the artifacts and documents in the Cave of Letters in Nahal Hever by the Yigael Yadin expedition. We have succeeded only now in concluding the publication of these discoveries with this, the long-awaited third and final volume in this series. The efforts to bring this work to completion have a long, complicated history. In his introduction to the first volume of this series, *The Finds*, which appeared in 1963, a short time after the discoveries were made, Yadin wrote:

The major responsibility, I believe, is to present the finds to the scholars of the world in a shortest possible time and in a most objective manner. The large quantity of finds necessitates its publication in two volumes which comprise the beginning of a series dedicated to discoveries in the Judean Desert. This first volume, in which the finds other than documents from the Cave of Letters are discussed, is here presented to the reader, and I hope that the second volume—dealing with the documents—will appear in the near future. The latter is being prepared by Prof. H.J. Polotsky and myself.

Unfortunately, these expectations were not fulfilled for several reasons. To Yadin's distress, Polotsky, who had begun editing and publishing the Greek documents, requested to be released from the task for health reasons. Someone to continue this project was not found immediately. Yadin himself worked energetically on the non-Greek materials. He personally supervised the printing of the collotype plates of photographs for the intended volume, hoping to complete and publish it as quickly as possible.

In the meantime, Yadin undertook the Masada excavation campaigns of 1963-1966. When he finally returned to work on the documents from the Cave of Letters, the Six-Day War began. In the midst of the battles, Yadin managed to acquire the Temple Scroll and began his study of that scroll, which lasted some 8 years. All of his other research was set aside and he devoted himself tirelessly to this task, producing the three volumes of *The Temple Scroll*, published by the Israel Exploration Society in both Hebrew and English editions.

In 1976, under pressure from various circles in Israel, Yadin was persuaded and felt obliged to devote himself to the service of his country. He spent six years engaged full time in political activity before returning to his scholarly scientific pursuits in 1983. In the midst of planning his archaeological projects for the coming years, Yadin suddenly collapsed and died on 28 June 1984. In his will, he appointed N. Avigad, A. Ben-Tor and me to take charge of his scholarly legacy.

In the 17 years since his death, we have succeeded in publishing nearly all of this legacy: two volumes of the Tel Hazor final excavation reports; six volumes of final reports of the Masada excavations and the *Greek Papyri* from the Cave of Letters, the second volume in the present series.

The current volume, the third and final one of the series, was undertaken by J. Naveh, J. Greenfield and A. Yardeni. This project proved exceedingly complex. At the time of his sudden death in 1995, J. Greenfield had left only a portion of the material for

this book. We approached B. Levine who devoted himself wholeheartedly to this project with A. Yardeni. Assisted by others, they brought it to successful completion.

While preparing the documents from the Cave of Letters for publication, Yadin requested that I write the preface to that book. I promised to do so as soon as the manuscript was ready. I am pleased to finally be able to keep this promise.

Concerning my own role in the Judean Desert Caves expeditions and publications, Yadin wrote in the first volume of this series:

I have left to the last the person to whom I offer my sincerest and most heartfelt thanks—my friend Joseph Aviram. Only by his adamant and insistent appeals was I persuaded to join the expedition at a time when I had reason to be hesitant. It was he who organised the Expeditions and coordinated the operations of the teams; without him, it is doubtful whether the explorations would have been undertaken, and they certainly would not have been the remarkable success they indeed were. Through all stages of research, I was heartened by his interest, advice and encouragement.

The story of this daring project has been told on various occasions and described in numerous published articles and books. Unfortunately, none the heads of the four expeditions: N. Avigad, Y. Aharoni, P. Bar-Adon, and Yadin, are with us today; all were cut short in the midst of intensive involvement in archaeological projects and preparation of publications.

I cannot conclude this introduction without recollecting the dramatic and historic meeting held at the residence of then President of the State of Israel, Yitzhak Ben-Zvi, shortly after the discovery was made. The expedition supervisors each gave an account of the results of their excavations in the Judean Desert caves and presented a summary of the finds. Yadin was the last to speak. At the end of his presentation, a color slide showing part of a document was projected onto the screen and Yadin read aloud the first line of writing: “Shimeon Bar Kosiba, *hanasi al Israel* (President over Israel).” Turning to our head of state President Ben-Zvi, he said: “Your Excellency, I am honored to be able to tell you that we have discovered fifteen dispatches written or dictated by the last President of ancient Israel, 1,800 years ago.”

For a moment, the audience seemed to be struck dumb. Then the silence was shattered with spontaneous cries of astonishment and joy. That evening, the national radio interrupted its scheduled program to broadcast news of the discovery. The next day, the newspapers carried banner headlines of the announcement.

Why was a whole nation elated over the discovery of these fragmentary papyri? While the name of Bar Kokhba had long been treasured in folklore, it was virtually lost to authenticated history. The realization at this meeting that after nearly two thousand years the desert had yielded factual links to the leader of the last attempt of his people to overthrow their Roman masters, electrified the nation.

This volume is dedicated to the memory of Jonas Greenfield, who devotedly worked long years on the material contained herein, but did not live to see it published.

Joseph Aviram  
November 2001

## FOREWORD and ACKNOWLEDGEMENTS

The present edition of the Naḥal Ḥever papyri in Hebrew, Aramaic, and Nabatean-Aramaic, which were discovered by the late Yigael Yadin as part of a larger trove during two expeditions to the Dead Sea, represents the culmination of a long process, involving a number of scholars over the years. From the time of their discovery in 1960–61 until his untimely passing in 1984, Yigael Yadin made considerable progress in deciphering the Naḥal Ḥever papyri; he prepared photographs of the papyri, and discussed aspects of their contents and significance in books and articles, thereby bringing word of them to the scholarly world and to the general public.

Joseph Naveh showed an early interest in the Naḥal Ḥever Semitic papyri, and after Yadin's passing began to work on them in collaboration with Jonas C. Greenfield. Moreover, Naveh taught these papyri as the subject matter of graduate courses at the Hebrew University. One of his students was none other than Ada Yardeni, who accomplished her Doctoral dissertation on the Judean Desert documents under his guidance. So it is that Joseph Naveh's wisdom and acumen have contributed in a significant way to the present volume, even though he formally withdrew from the project after a time. It was not long until Jonas Greenfield wisely enlisted the participation of Ada Yardeni, who was, in the years following, to publish editions of the contemporary Naḥal Ṣe'elim papyri, and ultimately her monumental two-volume edition of the Judean Desert documents.

Jonas Greenfield passed away suddenly in March, 1995, at which time Baruch A. Levine, a colleague of long standing, was invited to continue work on the Naḥal Ḥever papyri in collaboration with Ada Yardeni. Greenfield and Yardeni had already published Babatha's *ketubba* (P. Yadin 10), and soon after Jonas Greenfield's passing, an edition of P. Yadin 10, an elaborate Aramaic deed of gift, also appeared. What is more, Jonas Greenfield, at times in collaboration with other scholars, produced numerous scholarly articles touching on specific aspects of the Naḥal Ḥever papyri, all of which proved to be of great value in facilitating their interpretation. It is in recognition of his lasting contribution to our understanding of the Naḥal Ḥever papyri, both as an editor and as a leading investigator, that the present work is dedicated by the editors to the memory of Jonas C. Greenfield, ז"ל.

The editors turned to a group of noted scholars, with related interests, for guidance in engaging the diverse problems presented by the Naḥal Ḥever papyri: Hannah M. Cotton of the Hebrew University (Classics), Geoffrey Khan of the University of Cambridge (Arabic studies), Joseph Naveh of the Hebrew University (Semitic paleography and epigraphy), and Lawrence Schiffman of New York University (Dead Sea literature and Talmud). These are listed on the Title Page as Consulting Editors, and their extensive knowledge, which they shared with us, as well as their time and effort in offering a critique of the manuscript, are greatly appreciated. Of the four scholars, two have also

contributed directly to the present edition: Hannah Cotton has prepared new editions of two Greek papyri not included in Naphtali Lewis' 1989 volume, and Joseph Naveh has shared with us some relevant linguistic insights. At various points, Simon Hopkins of the Hebrew University and Alfred Ivry of New York University were also helpful. Needless to say, the editors are indebted in a more general way to the large community of papyrologists and historians, Arabists and Aramaists, and students of Dead Sea literature.

Late in 1998, Andrew Gross, a Doctoral candidate in the Skirball Department of Hebrew and Judaic Studies at New York University, was recruited as Research Editor. He worked tirelessly to make the manuscript ready for publication, and prepared the various indices and the **BIBLIOGRAPHY**. In addition, he had a creative role in generating the **GLOSSARY**, and in composing the section on grammar in the **GENERAL INTRODUCTION**. The editors are most grateful to him for his devotion to task, and appreciate, as well, his participation on a scholarly level.

Support for this project has come from the Dorot Foundation, through its director, Ernest Frerichs, and also from New York University, in various forms. Joseph Aviram, director of the Israel Exploration Society, has been of the greatest help and encouragement from start to finish. His able staff, headed by Alan Paris, and our long-time friend, Avraham Pladot, have been exemplary partners in this effort. To all of these the editors express their gratitude.

Now we offer this edition of the Nahal Hēver papyri to you, the readers, in the hope that it may contribute to the understanding of an exciting body of evidence that has survived the passage of almost two thousand years. It is part of the legacy of the late Yigael Yadin, יגאל, and it has been a great privilege for us to publish and explore what he originally brought to light in his lifetime.

Ada Yardeni, Baruch A. Levine  
November 2001

# ABBREVIATIONS

## BIBLICAL BOOKS

Gen	Genesis	Isa	Isaiah	Job	Job
Exod	Exodus	Jer	Jeremiah	Song	Song of Songs
Lev	Leviticus	Ezek	Ezekiel	Ruth	Ruth
Num	Numbers	Joel	Joel	Lam	Lamentations
Deut	Deuteronomy	Amos	Amos	Qoh	Qoheleth
Josh	Joshua	Jonah	Jonah	Esth	Esther
Judg	Judges	Mal	Malachi	Dan	Daniel
1-2 Sam	1-2 Samuel	Ps	Psalms	Ezra	Ezra
1-2 Kgs	1-2 Kings	Prov	Proverbs	1-2 Chron	1-2 Chronicles

## JUDEAN DESERT DOCUMENTS AND OTHER INSCRIPTIONAL MATERIALS

H	Healey edition of Nabatean tomb inscriptions from Mada'in Šaliḥ. See Healey 1993.
Mur	Murabba'at papyri. For Hebrew and Aramaic texts, see Milik 1961 and Yardeni 2000c; for Greek texts, see Baillet 1961.
XHēv/Se	Seiyal Collection papyri. See Cotton and Yardeni 1997.

## RABBINIC WORKS

<i>b.</i>	Babylonian Talmud
<i>m.</i>	Mishnah
<i>t.</i>	Tosefta
<i>y.</i>	Jerusalem Talmud

<i>ʿAbod. Zar.</i>	<i>ʿAbodah Zarah</i>	<i>Giṭ.</i>	<i>Giṭṭin</i>	<i>Sanh.</i>	<i>Sanhedrin</i>
<i>ʔAbot</i>	<i>ʔAbot</i>	<i>Kelim</i>	<i>Kelim</i>	<i>Šabb.</i>	<i>Šabbat</i>
<i>ʿArak.</i>	<i>ʿArakin</i>	<i>Ker.</i>	<i>Kerithot</i>	<i>Šeb.</i>	<i>Šeb'it</i>
<i>B. Bat</i>	<i>Baba Batra</i>	<i>Ketub.</i>	<i>Ketubbot</i>	<i>Soṭah</i>	<i>Soṭah</i>
<i>B. Mešī'a</i>	<i>Baba Mešī'a</i>	<i>Kil.</i>	<i>KiṔayim</i>	<i>Sukkah</i>	<i>Sukkah</i>
<i>B. Qam</i>	<i>Baba Qama</i>	<i>Ma'as. Š.</i>	<i>Ma'aser Šeni</i>	<i>Ta'an.</i>	<i>Ta'anit</i>
<i>Bek.</i>	<i>Bekorot</i>	<i>Ma'as.</i>	<i>Ma'aserot</i>	<i>Tem.</i>	<i>Temurah</i>
<i>Ber.</i>	<i>Berakot</i>	<i>Mo'ed</i>	<i>Mo'ed</i>	<i>Ter.</i>	<i>Terumot</i>
<i>Bik.</i>	<i>Bikkurim</i>	<i>Ned.</i>	<i>Nedarim</i>	<i>Yebam.</i>	<i>Yebamot</i>
<i>Demai</i>	<i>Demai</i>	<i>ʔOhal.</i>	<i>ʔOhalot</i>		
<i>ʿEd.</i>	<i>ʿEduyyot</i>	<i>Qidd.</i>	<i>Qiddušin</i>		

Midrashic works are abbreviated according to the biblical abbreviations listed above: e.g., *Gen. Rab.* = *Genesis Rabbah*.

## MODERN SCHOLARLY WORKS

AB	Anchor Bible
ABD	<i>The Anchor Bible Dictionary</i> . Edited by David Noel Freedman. New York: Doubleday, 1992.
AbrNSup	Abr-Nahrain: Supplement Series
AHw	<i>Akkadisches Handwörterbuch</i> . By Wolfram von Soden. Wiesbaden: Otto Harrasowitz, 1965–81.
APHM	Arabic Papyri from Ḥirbet Mird (see Grohmann 1963)
BASOR	<i>Bulletin of the American Schools of Oriental Research</i>
BDB	Francis Brown, Samuel Rolles Driver, and Charles Augustus Briggs. <i>A Hebrew and English Lexicon of the Old Testament, with an Appendix Containing the Biblical Aramaic</i> . Oxford: Clarendon Press, 1907.
BIES	<i>Bulletin of the Israel Exploration Society</i> (= <i>Yediot</i> )
BSOAS	<i>Bulletin of the School of Oriental and African Studies</i>
CAD	<i>The Assyrian Dictionary of the Oriental Institute of the University of Chicago</i> . Chicago, 1956–.
CBQ	<i>Catholic Biblical Quarterly</i>

## ABBREVIATIONS

<i>CIJ</i>	<i>Corpus inscriptionum judaicarum</i>
<i>CIS</i>	<i>Corpus inscriptionum semiticarum</i>
<i>CPJ</i>	<i>Corpus papyrorum judaicorum</i> . Edited by Victor Tcherikover. Cambridge, MA: Published for the Magnes Press, Hebrew University by Harvard University Press.
<i>CRAI</i>	<i>Comptes-rendus de l'Académie des inscriptions et belles-lettres</i> .
<i>DCH</i>	<i>The Dictionary of Classical Hebrew</i> . Edited by David J. A. Clines. Sheffield: Sheffield Academic Press, 1993–.
<i>DJD</i>	Discoveries in the Judaean Desert
<i>DJPA</i>	See Sokoloff <i>DJPA</i> .
<i>DNWSI</i>	<i>Dictionary of the North-West Semitic Inscriptions</i> . By Jacob Hoftijzer and Karel Jongeling. Handbuch der Orientalistik. Erste Abteilung, Nahe und der Mittlere Osten 21. Leiden: Brill, 1995.
Dozy	Reinhart Pieter Anne Dozy. <i>Supplément aux dictionnaires arabes</i> . Leiden: Brill, 1881 (Reprint: Beirut: Librairie du Liban, 1968).
ErIsr	Eretz-Israel
<i>GAG</i>	<i>Grundriss der akkadischen Grammatik</i> . By Wolfram von Soden. Third Edition. Analecta Orientalia 33. Rome: Pontifical Biblical Institute, 1995.
<i>GvG</i>	<i>Grundriss der vergleichenden Grammatik der semitischen Sprachen</i> . By Carl Brockelmann. Berlin: Reuther and Reichard, 1908–13 (Reprint: Hildesheim: Georg Olms Verlag, 1961).
<i>HALAT</i>	<i>Hebräisches und aramäisches Lexikon zum Alten Testament</i> . By Ludwig Koehler, Walter Baumgartner, and Johann Jakob Stamm. Leiden: Brill, 1967–95.
HSS	Harvard Semitic Studies
<i>HUCA</i>	<i>Hebrew Union College Annual</i>
<i>IEJ</i>	<i>Israel Exploration Journal</i>
<i>JANES</i>	<i>Journal of the Ancient Near Eastern Society of Columbia University</i>
<i>JAOS</i>	<i>Journal of the American Oriental Society</i>
<i>JJS</i>	<i>Journal of Jewish Studies</i>
<i>JJP</i>	<i>Journal of Juristic Papyrology</i>
<i>JNES</i>	<i>Journal of Near Eastern Studies</i>
<i>JSS</i>	<i>Journal of Semitic Studies</i>
<i>KAI</i>	<i>Kanaanäische und aramäische Inschriften</i> . By Herbert Donner and Wolfgang Röllig. Wiesbaden: Otto Harrassowitz, 1962–64.
Lane	Edward William Lane. <i>An Arabic-English Lexicon</i> . London: Williams and Norgate, 1863–93. (Reprint: Beirut).
Levy	Jacob Levy. <i>Wörterbuch über die Talmudim und Midraschim</i> (nebst Beiträgen von Heinrich Leberecht Fleischer). 2. Aufl. / mit Nachträgen und Berichtigungen von Lazarus Goldschmidt. Berlin/Vienna: B. Harz, 1924.
<i>Lex.Syr</i>	<i>Lexicon Syriacum</i> . Second Edition. Halle: Max Niemeyer, 1928 (Reprint: Hildesheim: Georg Olms Verlag, 1995).
Negev	Avraham Negev. <i>Personal Names in the Nabatean Realm</i> . Qedem 32. Jerusalem: Institute of Archaeology, Hebrew University of Jerusalem, 1991.
OLA	Orientalia Lovaniensia Analecta
<i>Or</i>	<i>Orientalia</i>
<i>PEQ</i>	<i>Palestine Exploration Quarterly</i>
<i>RB</i>	<i>Revue Biblique</i>
<i>RÉS</i>	<i>Répertoire d'épigraphie sémitique</i>
<i>RevQ</i>	<i>Revue de Qumran</i>
SJLA	Studies in Judaism in Late Antiquity
Sokoloff <i>DJPA</i>	Michael Sokoloff. <i>A Dictionary of Jewish Palestinian Aramaic of the Byzantine Period</i> . Ramat-Gan: Bar-Ilan University Press, 1990.
STDJ	Studies on the Texts of the Desert of Judah
<i>TAD</i>	<i>Textbook of Aramaic Documents from Ancient Egypt</i> . By Bezalel Porten and Ada Yardeni. Jerusalem: The Hebrew University, Department of the History of the Jewish People, 1986–1999.
<i>VT</i>	<i>Vetus Testamentum</i>

## ABBREVIATIONS

VTSup	Supplements to Vetus Testamentum
WDSP	Wadi Daliyeh Samaritan Papyri
WKAS	<i>Wörterbuch der klassischen arabischen Sprache</i> . Edited by Manfred Ullmann. Wiesbaden: Otto Harrosowitz, 1970–.
ZDMG	<i>Zeitschrift der deutschen morgenländischen Gesellschaft</i>
ZPE	<i>Zeitschrift für Papyrologie und Epigraphik</i>

## OTHER ABBREVIATIONS

c.	common
f.	feminine
GN	geographical name
m.	masculine
pl.	plural
PN	personal name
s.	singular

## THE YADIN COLLECTION

<i>Text</i>	<i>Other Designations</i>	<i>Museum #</i>	<i>Category</i>	<i>Lang.</i>
P.Yadin 1	5/6Hev 1; NH 1; (BA bdl. 15)		Debenture	Nabatean
P.Yadin 1a	5/6Hev 1a; NH 1a; Num <sup>a</sup> (= P.Yadin 41)	534	Biblical Text	Hebrew
P.Yadin 1b	5/6Hev 1b; NH 1b; Ps (= P.Yadin 40) (+ XHev/Se 4)	888, 890, 891	Biblical Text	Hebrew
P.Yadin 2	5/6Hev 2; NH 2; (BA bdl. 16)	216*	Sale Contract	Nabatean
P.Yadin 3	5/6Hev 3; NH 3; (BA bdl. 14a)		Sale Contract	Nabatean
P.Yadin 4	5/6Hev 4; NH 4; (BA bdl. 14b)		Guarantor's Agreement?	Nabatean
P.Yadin 5	5/6Hev 5; NH 5; (BA bdl. 11c1, 11c2)	104*	Deposit	Greek
P.Yadin 6	5/6Hev 6; NH 6; (BA bdl. 11b)	142*	Tenancy Agreement	Nabatean
P.Yadin 7	5/6Hev 7; NH 7; (BA bdl. 6) (r+v)	207*	Deed of Gift	Aramaic
P.Yadin 8	5/6Hev 8; NH 8; (BA bdl. 11a1)	144*	Purchase Contract	Aramaic
P.Yadin 9	5/6Hev 9; NH 9; (BA bdl. 11a2)	145*	Waiver (?)	Nabatean
P.Yadin 10	5/6Hev 10; NH 10; (BA bdl. 7c)	205*	Marriage Contract	Aramaic
P.Yadin 11	5/6Hev 11; NH 11; (BA bdl. 13)	134*	Loan on Hypothec	Greek
P.Yadin 12	5/6Hev 12; NH 12; (BA bdl. 5f)	137*	Extract from Council Minutes	Greek
P.Yadin 13	5/6Hev 13; NH 13; (BA bdl. 11d)	139*	Petition to Governor	Greek
P.Yadin 14	5/6Hev 14; NH 14; (BA bdl. 10c)	141*	Summons	Greek
P.Yadin 15	5/6Hev 15; NH 15; (BA bdl. 2)	215*	Deposition	Greek
P.Yadin 16	5/6Hev 16; NH 16; (BA bdl. 7b)	123*	Registration of Land	Greek
P.Yadin 17	5/6Hev 17; NH 17; (BA bdl. 7a)	140*	Deposit	Greek
P.Yadin 18	5/6Hev 18; NH 18; (BA bdl. 1)		Marriage Contract	Greek
P.Yadin 19	5/6Hev 19; NH 19; (BA bdl. 8b)	108*	Deed of Gift	Greek
P.Yadin 20	5/6Hev 20; NH 20; (BA bdl. 8a)		Concession of Rights	Greek
P.Yadin 21	5/6Hev 21; NH 21; (BA bdl. 3)	105*	Purchase of a Date Crop	Greek
P.Yadin 22	5/6Hev 22; NH 22; (BA bdl. 10d)		Sale of a Date Crop	Greek
P.Yadin 23	5/6Hev 23; NH 23; (BA bdl. 10a)	110*	Summons	Greek
P.Yadin 24	5/6Hev 24; NH 24; (BA bdl. 10e)	116*	Deposition	Greek
P.Yadin 25	5/6Hev 25; NH 25; (BA bdl. 10b)	206*	Summons, Countersum	Greek
P.Yadin 26	5/6Hev 26; NH 26; (BA bdl. 9)	124*	Summons and Reply	Greek
P.Yadin 27	5/6Hev 27; NH 27; (BA bdl. 4)		Receipt	Greek
P.Yadin 28	5/6Hev 28; NH 28; (BA bdl. 5a)	121*	Judiciary Rule	Greek
P.Yadin 29	5/6Hev 29; NH 29; (BA bdl. 5a bis)	122*	Judiciary Rule	Greek
P.Yadin 30	5/6Hev 30; NH 30	120*	Judiciary Rule	Greek
P.Yadin 31	5/6Hev 31; NH 31; (BA bdl. 14c)	136*	Contract?	Greek
P.Yadin 32	5/6Hev 32; NH 32; (BA bdl. 18)		Contract?	Greek
P.Yadin 32a	5/6Hev 32a; NH 32a; (BA bdl. 17)		Contract?	Greek
P.Yadin 33	5/6Hev 33; NH 33; (BA bdl. 5b)	118*	Petition	Greek
P.Yadin 34	5/6Hev 34; NH 34; (BA bdl. 12)	208*	Petition	Greek
P.Yadin 35	5/6Hev 35; NH 35; (BA bdl. 11e)	109*	Summons?	Greek

<i>Text</i>	<i>Other Designations</i>	<i>Museum #</i>	<i>Category</i>	<i>Lang.</i>
P.Yadin 36	5/6Hev 36; NH 36; XHev/Se Nab. 1; Papyrus Starcky	99*, 654, 655, 867	Redemption of a Writ of Seizure	Nabatean
P.Yadin 37	5/6Hev 37 (= XHev/Se gr 65); NH 37; (BA bdl. 9/10)	138*	Marriage Contract	Greek
P.Yadin 38	5/6Hev 38; NH 38; (BA bdl. 4a)		Unclassified Text	Nabatean
P.Yadin 39	5/6Hev 39; NH 39; (BA bdl. 4b)	115*	Unclassified frag	Nabatean
P.Yadin 40	5/6Hev 40; NH 40; (=NH 1b)		Biblical Text	Hebrew
P.Yadin 41	5/6Hev 41; NH 41; (=NH 1a)	27*, 103*	Biblical Text	Hebrew
P.Yadin 42	5/6Hev 42; NH 42; (EG bdl. 2)	102*	Lease Agreement	Aramaic
P.Yadin 43	5/6Hev 43; NH 43; (EG bdl. 1)	129*	Receipt	Aramaic
P.Yadin 44	5/6Hev 44; NH 44; (EG bdl. 5)		Lease of Land	Hebrew
P.Yadin 45	5/6Hev 45; NH 45; (EG bdl. 6)	126*	Lease of Land	Hebrew
P.Yadin 46	5/6Hev 46; NH 46; (EG bdl. 7)		Lease of Land	Hebrew
P.Yadin 47a, b	5/6Hev 47a, b; NH 47 I, II	117*	Sale Contract	Aramaic
P.Yadin 48	5/6Hev 48; NH 48		Uninscribed Leather	
P.Yadin 49	5/6Hev 49; NH 49; (BK bdl. 11)		Letter	Hebrew
P.Yadin 50	5/6Hev 50; NH 50; (BK bdl. 7)		Letter	Aramaic
P.Yadin 51	5/6Hev 51; NH 51; (BK bdl. 4)	128*	Letter	Hebrew
P.Yadin 52	5/6Hev 52; NH 52; (BK bdl. 2)	213*	Letter	Greek
P.Yadin 53	5/6Hev 53; NH 53; (BK bdl. 3)	100*	Letter	Aramaic
P.Yadin 54	5/6Hev 54; NH 54	119*	Letter	Aramaic
P.Yadin 55	5/6Hev 55; NH 55; (BK bdl. 13)		Letter	Aramaic
P.Yadin 56	5/6Hev 56; NH 56; (BK bdl. 10)	114*	Letter	Aramaic
P.Yadin 57	5/6Hev 57; NH 57; (BK bdl. 14)		Letter	Aramaic
P.Yadin 58	5/6Hev 58; NH 58; (BK bdl. 9)	107*	Letter	Aramaic
P.Yadin 59	5/6Hev 59; NH 59; (BK bdl. 5)		Letter	Greek
P.Yadin 60	5/6Hev 60; NH 60; (BK bdl. 8)		Letter?	Aramaic
P.Yadin 61	5/6Hev 61; NH 61; (BK bdl. 6)	127*, 131*	Letter	Hebrew
P.Yadin 62	5/6Hev 62; NH 62; (BK bdl. 12)	133*	Letter?	Aramaic
P.Yadin 63	5/6Hev 63; NH 63	125*	Letter	Aramaic
P.Yadin 64	5/6Hev 64; NH 64	106*	Frag.	Greek

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**THE NAḤAL ḤEVER PAPYRI:  
GENERAL INTRODUCTION**

## GENERAL INTRODUCTION

### THE YADIN COLLECTION OF HEBREW, ARAMAIC, AND NABATEAN-ARAMAIC PAPYRI

The papyri known collectively as the Yadin Collection were discovered during two seasons of excavation in the caves of Naḥal Ḥever undertaken by Yigael Yadin in 1960–61. Regarding the circumstances of the papyri's discovery, we shall offer only a brief summary description and refer the reader to the more complete and detailed descriptions in Yadin's earlier publications on the expedition to Naḥal Ḥever (1961, 1962, 1963, 1971; see also Lewis 1989:3–5). The papyri of the Yadin Collection can, for the most part, be divided into three major groups. The first group of papyri was discovered in a small crevice near the northernmost point of the so-called Cave of Letters (designated Locus 7) during the first season of excavation in March 1960. It consisted of fifteen dispatches in Hebrew, Aramaic, and Greek (P.Yadin 49–63) from the Jewish revolutionary leader popularly known as Shimon Bar-Kokhba (the two Greek letters, P.Yadin 52 and 59, were published preliminarily by Baruch Lifshitz [1962] and have been re-edited for this volume by Hannah Cotton). Also found in Locus 7 was P.Yadin 64, a papyrus that Yadin describes as having been found “in secondary use” (Yadin 1963:36). The other two groups of papyri were found during the second season of excavation, in March 1961, in a niche in the northwest corner of the cave (designated Locus 61). The first of these latter two groups consisted of an uninscribed roll of leather (P.Yadin 48) and six legal papyri (P.Yadin 42–46, the archive of ʿEliʿezer, son of Shemuʿel; and P.Yadin 47, found rolled up inside a hollow reed). The last group was the personal archive of a woman named Babatha<sup>2</sup>, consisting of thirty-five legal papyri written in Greek, Aramaic, and Nabatean-Aramaic (P.Yadin 1–35), the Greek texts of which (P.Yadin 5, 11–35) were published by Naphtali Lewis (1989). Also found in the Cave of Letters, were two fragmentary biblical texts (P.Yadin 1a, 1b = P.Yadin 40, 41), now published by Peter Flint (2000) in DJD XXXVIII, and some fragments of some Seiyal Collection texts, apparently dropped by the Bedouin who had previously explored the cave (P.Yadin 36–39). The appearance of Volume II of *The Documents from the Bar-Kokhba Period in the Cave of Letters* herewith completes the publication of the Yadin Collection.

Volume I of *The Documents from the Bar-Kokhba Period in the Cave of Letters: Greek Papyri*, edited by Naphtali Lewis, appeared in 1989, and included Aramaic and Nabatean Signatures and Subscriptions edited by Yigael Yadin and Jonas C. Greenfield. Nabatean and Aramaic papyri, there registered as “The Babatha Documents,” nos. 1–4, and 6–10, were set to appear in the announced Volume II (Lewis 1989:29). There was no registration in Volume I of the Hebrew papyri from Naḥal Ḥever (P.Yadin 44–46, 49, 51, 53, 60–61) or of other Aramaic papyri (P.Yadin 42–43, 47, 50, 53–58, 62[?], 63), in all totaling nineteen additional

## GENERAL INTRODUCTION

texts, which are now included in the twenty-eight papyri edited in this, the promised Volume II.

In Volume I, Naphtali Lewis presented a GENERAL INTRODUCTION dealing with matters directly relevant to the Greek papyri, but also providing overall background information on “The Babatha Find,” on the identification of certain personal names, and a section entitled “Family and Society” (see the family trees charted in Lewis 1989:25). For the texts published in the present volume, the Indices will provide additional information on the identity of the persons named therein, as well as on their functions and relationships to one another (see INDEX OF PERSONAL NAMES). This will fill out the prosopography sketched by Lewis (1989:19–20, 25).

There is, therefore, no need to repeat all such information here. Suffice it to say that it was Yigael Yadin who, in the course of several expeditions, with David Ussishkin as his chief assistant, and a team of specialists discovered the Naḥal Ḥever papyri that are included in Volumes 2 and 3 of *Judean Desert Studies*, and it was he who began work on their interpretation. In fact, the first in the series *Judean Desert Studies* appeared both in Hebrew and in English in 1963, by Yigael Yadin, entitled *The Finds from the Bar-Kokhba Period in the “Cave of Letters”* (Jerusalem: Israel Exploration Society). It includes no papyri, but it does present a detailed review of the expeditions, a survey of the site and the Roman camp, as well as of the Cave of Letters itself. Moreover, it registers all of the material finds: objects of metal, glass, ceramics and stone, jewelry and wood, and of special interest—leather and woven objects. Added information on the history of the discoveries can be found in Cotton and Yardeni 1997:1–6. In 1971 Yadin published a popular book entitled *Bar-Kokhba* (London: Weidenfeld and Nicholson), which brought news of these discoveries to a larger audience.

In recent decades, and increasingly since 1989, we have seen, in addition to many individual studies, major publications of Judean Desert texts—Hebrew, Aramaic, and Greek—facilitating the interpretation of the Yadin Collection and adding depth to our understanding of the significance of these texts. The first is *Aramaic, Hebrew and Greek Documentary Texts from Naḥal Ḥever and Other Sites (the Seiyâl Collection II)*, by Hannah M. Cotton and Ada Yardeni (DJD XXVII; Oxford: Clarendon Press, 1997). This publication had been preceded by Yardeni’s Hebrew volume entitled: *The Naḥal Şe’elim Documents* (Beer-Sheva: Ben-Gurion University of the Negev Press; Jerusalem: Israel Exploration Society, 1995). In 2000, Yardeni published in Hebrew, with an English section, the *Textbook of Aramaic, Hebrew and Nabataean Documentary Texts from the Judaeian Desert*, Volumes A and B (Jerusalem: Hebrew University, Ben-Zion Dinur Center for Research in Jewish History). That publication includes the documents from Naḥal Ḥever, together with those from Wadi Murabba‘at and the so-called Seiyal Collection. In the *Textbook*, the present volume, which was forthcoming at the time, is cited as the *editio princeps* of the twenty-eight texts here published and edited.

Furthermore, as a matter of information, the Seiyal Collection texts, for the most part, are

## GENERAL INTRODUCTION

now regarded as coming from Naḥal Ḥever. In a real sense, investigators of the Yadin and Seiyal Collections are reuniting through publication documents that had, until fifty or sixty years ago, reposed in a single cave complex, only to be dispersed in the process of their revelation, as a result of separate explorations by archaeologists and diversified antiquities marketing.

In addition to publications of texts, there have been important historical works on the Roman Near East and on the Nabateans in particular. The reader is directed to the extensive bibliographies now available in DJD XXVII (1997) and in Yardeni's *Textbook* (2000c). The following works may be singled out as particularly significant: G.W. Bowersock, *Roman Arabia* (Cambridge, MA: Harvard University Press, 1983); B. Isaac, *The Near East under Roman Rule* (Leiden: Brill, 1998); F. Millar, *The Roman Near East* (Cambridge, MA: Harvard University Press, 1993). The relevance of the Naḥal Ḥever texts published and edited here to the history of the Bar-Kokhba rebellion and to Nabatean history, to cite merely two areas of interest, is potentially significant, but lies beyond the scope of the present volume. For now, the texts, as explicated, will speak for themselves.

### THE SCOPE OF THE GENERAL INTRODUCTION

The main objectives of this GENERAL INTRODUCTION are to discuss subjects of general interest that cut across the texts of the Yadin Collection, and to analyze distinctive grammatical features of the Hebrew, Aramaic, and Nabatean-Aramaic papyri, as well as elements of their style and composition. It should be noted that all three groups contribute significantly to our understanding of the respective, contemporary phases of these languages, perhaps the papyri in Nabatean script most of all for what they contribute to our knowledge of Nabatean-Aramaic and early Arabic legal formulation.

The present collection includes thirteen Bar-Kokhba letters in Hebrew and Aramaic, which constitute a significant addition to the eight, already known examples of this genre from Murabba'at, published and edited by J.T. Milik in DJD II (1961) and the one example from the Seiyal Collection edited by Yardeni (1997:103–4). Among other things, these letters illustrate the closeness of the contemporary phases of Hebrew and Aramaic, and specifically, the extent to which Hebrew was infused with Aramaic features. The historical importance of these letters is of paramount interest, and will undoubtedly be investigated extensively by scholars. They afford a glimpse into daily life at the headquarters (or "camps") of Shim'on, son of Kosiba', and introduce us to his officials and agents. Also included are three legal texts in Hebrew (P.Yadin 44–46) that add to our information on the leasing of productive land in the Dead Sea region. J. Naveh devoted chapters in his book *On Sherd and Papyrus* (1992a:83–117) to a discussion of legal documents from the Judean Desert and the Bar-Kokhba letters, presenting sections of some of them, with photographs. Included are passages from P.Yadin 44, a Hebrew legal document, and P.Yadin 49, 50, 53, and 57, representative Bar-Kokhba letters. In 1967, the pre-eminent Talmudist, Professor Saul Lieberman of the Jewish Theological Seminary had this to say about the potential

## GENERAL INTRODUCTION

importance of the Bar-Kokhba documents (1974:208–9):

The discovery of the Bar-Kokhba documents and scrolls in the caves a few miles north of Masada opens a new era of understanding of both Jewish life in Palestine in the first half of the second century C.E. in general, and of Rabbinic literature in particular. ... I subscribe wholeheartedly to the evaluation of the finds given by Professor Yadin, with the reservation that, important as they are, subsequent investigation may prove that we underestimate their importance.

Apart from the Aramaic letters, the present collection includes six legal papyri in Aramaic. Two of them, P.Yadin 7 (in a Hebrew publication) and P.Yadin 10 (in an English publication), have previously been edited with commentary by Jonas C. Greenfield and Ada Yardeni, and are presented here again in revised form. Of this group, P.Yadin 7, a deed of grant, is perhaps most enlightening for what it has to tell us about relations between Jews and Nabateans, and regarding legal practices in both contemporary communities. The relation of the deeds of sale from the Judean Desert to Talmudic law is soon to be discussed in a special study by Lawrence Schiffman (see BIBLIOGRAPHY).

The six Nabatean-Aramaic legal papyri of this collection (P.Yadin 1, 2, 3, 4, 6, 9) are truly exceptional, and virtually unprecedented, the closest to them being Papyrus Starcky (P.Yadin 36), published more than forty years ago. A revealing, new edition of Papyrus Starcky has been published by Ada Yardeni (2000c:A:265–71; and with commentary in Yardeni 2001; on P.Yadin 2 and 3, see Yardeni 2000a). P.Yadin 1, 2, and 3, in particular, are lengthy and elaborate documents, and all six texts significantly enhance our knowledge of Nabatean-Aramaic, and inform us of legal practices during the last decades of the Nabatean kingdom and the early period of the Provincia Arabia.

Finally, for the sake of completeness, we should note two small fragments (registered as P.Yadin 38 and 39) whose contents are too meager to warrant the full treatment given to the other texts of the Yadin Collection. P.Yadin 38, whose picture is not included in the present volume's plates, is a fragment from the verso of a document (perhaps P.Yadin 35?), bearing the remains of a signature of a witness in the Nabataean script. Only the patronymic Tayim-ʿIlahi (cf. Ḥunainu, son of Tayim-ʿIlahi in P.Yadin 3:26) survived of his name:

ב[ר תימאלהי שה]ד

P. Yadin 39 is a fragment of an unidentified document bearing remains of Nabataean script. Only a final *aleph* could be identified in the first line. Its photo appears on plate 74 (and cf. Yardeni 2000c:A:299).

## GENERAL INTRODUCTION

### 1. SUBJECTS OF GENERAL INTEREST

#### A. WATER RIGHTS

The legalities reflected in the Naḥal Ḥever documents, whether of Jewish or Nabatean provenance, require that all leases and sale agreements affecting irrigated land parcels contain provisions guaranteeing the right of scheduled times of irrigation and access to irrigation ditches. In the Yadin Collection, such provisions are stipulated in P.Yadin 7, an Aramaic deed of grant, and in P.Yadin 42, an Aramaic lease document from ‘Ein Gedi. They are also stated in P.Yadin 2 and 3, two Nabatean-Aramaic sale agreements. Irrigation technology was highly developed among the Nabateans, as is known. The reader will find some discussion of this subject in the COMMENTARY on the aforementioned texts, especially on P.Yadin 7.

Such legalities are also attested in the Jewish sources (O. Irsai 1989). We find the phrase עונתו של מים “his assigned time of irrigation” (*t. Mo‘ed* 1:2). Since irrigation was permitted during the intervening days of Jewish festivals, we are told that one could, at that time, lease out one’s assigned periods of irrigation. This term was explained by S. Lieberman (1955–88 5:1228–29) on the basis of a reading in the Erfurt manuscript. The form עני (= *‘ānê*) may represent the plural construct of postulated ענ\*, a masculine realization of feminine ענת “time, period.” Compare the Aramaic adverbs כעת, בעת “Now, then–” and the Hebrew noun עונה, all cognates (see Levine 1978:287). Hence the form עני would mean “times of–.” The term עני מיה is best explained as a Nabatean-Aramaic contribution, adopted by contemporary Jews for use in their legal documents, and which found its way into Talmudic literature. In more general terms, the cost of certain types of leases of irrigated fields had to be adjusted if the spring that provided the water dried up (*m. B. Meṣi’a* 9:2; *t. B. Meṣi’a* 9:3–4), and access to the water source had to be taken into consideration when dividing fields (*b. B. Bat.* 12b).

Hannah Cotton has discussed these irrigation rights, which are also guaranteed in a Greek papyrus from the archive of Salome Komaise, a Jewish woman who lived in Maḥoza’ (Cotton 1995:193–94; 1997:215–16). In that text (XḤev/Se 64:8/27) it is stated that Salome bestowed a date orchard as a gift σὺν ὑδατος “with the water allowance.” As Yadin (1962:243) put it: “the times of permitted irrigation ... formed part of the ownership of the garden.” And further: “The irrigation arrangements at En-Gedi—using the spring waters which flowed down the slopes in specially made channels [*perhaps אקיש in P.Yadin* 3:3, 24; 7:48; 36:15]—were thus very carefully worked out, the water being allocated to every garden according to specific quotas” (Yadin 1962:249). In her COMMENTS, Cotton explores this matter in depth, referring to two double documents on parchment in Greek from Avroman in Kurdistan of the first century BCE, where water rights are stipulated in a sale of vineyards. She also refers to the *Tablettes Albertini* (493–494 CE) where water rights are stipulated in Latin, and to studies of irrigation law in Egypt.

Katzoff and Schreiber (1998) devote considerable attention to a convention found in three Jewish documents (P.Yadin 7: Aramaic; P.Yadin 3: Nabatean-Aramaic; XḤev/Se 64: Greek) according to which times for irrigation were assigned by specific days of the week (“on the

## SUBJECTS OF GENERAL INTEREST

first day of the week, on the fourth day of the week, on the fifth day of the week”), not just week by week, as is the case in some other documents. Katzoff and Schreiber maintain that this convention is unprecedented and represents an attempt to avoid irrigation activity on the Sabbath by distancing it from that day.

### B. BOUNDARIES AND ABUTTERS

A persistent ancient Near Eastern convention, amply evident in the Naḥal Ḥever papyri, is the delimiting of real estate parcels by reference to abutting properties on all four sides, in a directional sequence. An example comes from P.Yadin 2, a Nabatean-Aramaic sale agreement, lines 4–5:

ואלה תחומיה: למדנחא: ארחא. ולמערבא: בתי תחא ברת עבדחרתת. ולימינא: ארע מר[אנ]א רבאל מלכא, מלך נבטו, די  
א[חי]י ושיוב עמה. [ול]שמאלא: רקקא.

And these are its boundaries: To the east: the road; and to the west: the dwellings of Taḥa', daughter of 'Abad-Ḥaretat; and to the south: the land of [our] lor[d] Rab'el, the King, King of the Nabateans, who has brought [li]fe and deliverance to his people; [and to] the north: the swamp.

The subject of abutters has attracted considerable scholarly attention as the mass of evidence mounts. In this volume, three documents attest the full statement; two Nabatean sale documents (P.Yadin 2 and P.Yadin 3), and one Jewish Aramaic deed of grant (P.Yadin 7), and the reader will find some discussion in the COMMENTARY on these papyri. The operative Aramaic term (also employed in Nabatean-Aramaic) is תחום “border, boundary.” Other Judean Desert documents, both in Aramaic and Greek, attest this provision (Yardeni 1997:15). In P.Yadin 11:4/17 (Lewis 1989:42–43, 45), a Greek loan document, the comparable Greek term is γείτων, plural γείτονες “borderers, neighbors,” (or: “neighboring, bordering”), referring in the first instance to persons, and by extension to property limits, whereas the Hebrew/Aramaic term תחום designates, in the first instance, a physical boundary. Also note in P.Yadin 16, 19, and 20 (see Lewis 1989 *ad loc.*).

Looking beyond the corpus of Judean Desert documents, one discovers that the delimiting of real estate parcels by abutters is a widespread ancient tradition, well attested in Aramaic and Greek records and persisting into Medieval Arabic legal documents. Levine (1975:48–53) discusses this convention in the Aramaic legal papyri from Elephantine, and Porten (2000) updates his own earlier discussions with a fuller treatment of the subject. Now that the compendious work, *The Elephantine Papyri in English* (1996) by Porten and his associates has appeared, it is possible to gauge the extent of this practice. Particularly relevant in that volume is J.J. Farber's edition of the Byzantine texts from Elephantine. Geoffrey Khan (1993:31–32), in his editions of Arabic texts from the Cairo Genizah, illustrates the currency of this practice in Medieval Egypt.

Of special interest is the variety of directional sequences attested in the various documents. These represent differences in geographical orientation and cultural perception,

## GENERAL INTRODUCTION

not all of which are readily explicable. In the Aramaic as well as the Nabatean papyri from the Judean Desert the predominant sequence is east, west, south, north, one of the two exceptions being XHēv/Se 8a, which has the sequence south, east, north, west, and which prompted Porten (2000), following the correction and interpretation of this text by Yardeni (1997:34–37), to suggest that shifts in the sequence of boundaries within a given society or community may reflect the relative prominence of the individuals whose properties lay adjacent to those being transacted. The other exception is P.Yadin 7 where the sequence is different for each parcel. The Hebrew documents from Wadi Murabbaʿat (Mur 22, 30) have the sequence east, west, north, south. This differs from the sequence in Arabic documents from Egypt: south, north, east, west. An easterly “orientation” is common in Syro-Mesopotamian perceptions. In contrast, the Byzantine papyri from Egypt consistently reflect the anomalous direction of the flow of the Nile, beginning with south in the delimitation of real estate boundaries. Conceivably, the Arabic tradition in Egypt could have been appropriated from the Byzantine practice or directly conditioned by the Egyptian environment.

In contrast, the fact that the Aramaic legal papyri from Egypt begin with east, not south, would appear to reflect a resistance to perceptions of the external environment, suggesting that the composers of Aramaic legal documents were following a tradition not of Egyptian origin, but of Northwest Semitic origin, best known from the Aramaic Sefire treaties of eighth-century BCE Syria, where “upper” = north, and “lower” = south. This reflects very ancient Syro-Mesopotamian conceptions, and accords with the southeasterly flow of the Tigris and Euphrates, especially the latter. Specifically, we find in the Sefire treaties the formula: *עלי ארם ותחתיה* “upper Aram and its lower part,” which we know to mean northern and southern Syria, respectively (I A, lines 5–6; Fitzmyer 1995 *ad loc.*). What has complicated our understanding of the Aramaic legal papyri from Egypt is the fact that in official correspondence, the Egyptian perception prevails. Thus we read in a letter from fifth-century BCE Egypt that the royal author speaks of lands *זילי בעליתא ותחתיתא* “that are mine, which are in upper (Egypt) and the lower part” (*TAD* A6.7:5–6 [Driver 5]). There is a difference, however, between the geographical description of a country, where Egyptian perceptions were employed, and boundary descriptions of real estate parcels, where Aramaic technical legal terminology, external to Egypt, prevailed.

### C. VENUES

Lewis (1989:20–21) provides background on some of the place names occurring in the Greek papyri from Naḥal Ḥever, and the reader is referred to INDEX: PLACE NAMES for further information. In one instance, however, there is much more to say, based on recent research. Reference is to the place name *מחוז עגלתינ* (Maḥoz ʿEglatain), or *מחוזא* (Maḥoza) which occurs in a number of papyri. The toponym Maḥoz ʿEglatain is made up of two components, with the primary sense of the former, Hebrew/Aramaic *מחוז*, being “port,” and it may actually have that meaning in P.Yadin 49:8. In any case, the meaning “district” is

#### SUBJECTS OF GENERAL INTEREST

derivative, as Kutscher has shown (1969:5–18), and may be misleading, as Cotton and Greenfield (1995:127) note, since it is more likely that the district itself was named **צער** (Zo‘ar), not ‘Eglatain. This is indicated by the Greek designation: ἐν Μαωζα περὶ Ζοορων “In Maoza, near Zoar” (P.Yadin 14:20). In effect, **מחוז עגלתין** essentially means “Port ‘Eglatain,” abbreviated as **מחוזא**, “the Port,” with Aramaic determination, and transcribed as Greek Maoza. This accounts for the *alpha* at the end of the Greek form. As for the dual form **עגלתין**, it represents part of the toponym **עגלת שלשיה**, occurring in Isa 15:5, Jer 48:34, in the celebrated oracles against Moab, where Luḥit, Ḥoranaim, Nimrim, and Zoar are also mentioned. This toponym is reflected in a nickname of a contemporary person, and variations of the same, in Greek (P.Yadin 12:8; 13:21–22; 14:23; 15:3–4/18; 27:6; XHev/Se 69 a, 4r; and in Nabatean, P.Yadin 15:33). See Cotton 1997a:260, COMMENTS on XHev/Se 69 a, 4r, s.v. **Αγλα**. What is more, the Greek term **μοσχαντικὴ**, designating a type of estate, incorporates the Greek element **μόσχος** “she-calf” (see P.Yadin 16:24, and Cotton and Greenfield 1995). Shalit (1951:108–9), utilizing Greek renderings of the Moabite toponyms in the Septuagint, surveys the many translations, transcriptions and variations of this place name in Greek and Latin, including Greek **Αγαλλαθ/Αγελλαθ**.

And so, it is likely that Maḥoz ‘Eglatain = Maḥoza’ = Maoza, was a village (referred to as a **κώμη** in P.Yadin 12:7) located in the district of the capital village of Zoar, but in some way subordinate to it. Maḥoz ‘Eglatain was large enough, however, to contain other units, or designated localities, such as “the Luḥit,” and Galgala’, a locality within Maḥoz ‘Eglatain that is named in P.Yadin 2, a Nabatean sale contract. What is significant historically is that Jews resided in and held property in this erstwhile Moabite district, where about two hundred years earlier Alexander Jannaeus had fought, and that they continued to inhabit towns that are referred to in biblical prophecies of the Neo-Babylonian and/or Achaemenid periods.

#### D. CURRENCY

The two silver coins in general use during the Bar-Kokhba period and for some time prior to it were the sela‘, the equivalent of the tetradrachm, and the zuz, the equivalent of both the Roman denarius with Latin legend and the provincial drachm with Greek legend. This is the terminology employed by Mildenberg (1984:27, 88, n. 237). Other terms in use were **צורין** (“Tyrian”), plural, for the tetradrachm and **ד(י)נר** for the denarius. The use of the designation “Tyrian” was undoubtedly due to the role of Tyre as the site of the original high standard for the Tyrian shekel, but it would seem that the last of these was struck in 65 CE (Meshorer 1984:171–79). Meshorer has made the case for the minting in Jerusalem of the Tyrian shekels of 54–65/66 CE, and has interpreted *t. Ketub.* 12:6 accordingly: **כסף שדברה בו תורה בכל**: “The ‘silver’ of which the Torah speaks is consistently Tyrian silver; Tyrian silver—it is Jerusalemite silver” (ed. Lieberman, 99, end; Lieberman 1955–88 6:392).

In the texts of this period the denomination **Τύριοι** “Tyrians” is used for the contemporary provincial Syrian tetradrachms of lesser value, some of which may have come from Tyre.

## GENERAL INTRODUCTION

The terms *sela*<sup>c</sup> and *zuz* were undoubtedly also applied to coins circulating in Provincia Arabia and to Trajan's provincial Arabian issues from the year 112 CE onward (see Bowersock 1983:82–84; for a representative group of provincial issues, and also Meshorer 1985). As a rule, *drachm* = *zuz* = *denarius*, whereas *tetradrachm* = *sela*<sup>c</sup> (including the Tyrian). One shekel = ½ *sela*<sup>c</sup> = 2 *zuz*. The term *zuz*, in this same value, is already attested at Elephantine (*DNWSI* 308–9, s.v. **zz**). A degree of fluidity in terminology is to be assumed. The use of the designation “Tyrian” for the *tetradrachm* is found in Mur 115:5 in the equivalency formula written primarily in symbols “200 *denarii* which are 50 Tyrians,” and the phrase ἀργυρίου τυρίου “Tyrian silver” is found in Mur 114:10–11 (see Benoit 1961:242). Thus it is that the Hebrew equivalent of Greek ἀργύρου τύρου is כסף צורי (see Meshorer 1971:81–86).

In P.Yadin 11:3, 15, we read of “sixty *denarii* of Tyrian silver which are fifteen *stater*s” (Lewis 1989:42–44). This, the only Greek document of the Babatha' archive to contain this equivalency clause, was written in 'Ein Gedi. In other Greek texts from this archive there is reference only to *denarii*, which were the coins in greatest circulation. In Babatha's *ketubba* (P.Yadin 10) and in P.Yadin 47b both *sil'în* and *šôrîn* are used for the *tetradrachm*, but only *zûzîn* for the *denarius* (also see Yardeni 1997:15 and n. 13). That the *tetradrachm* contained four *denarii* was noted in Talmudic sources in the name of Rabbi Ḥiyya': סילעא ארבעה דינרין: “the *sela*<sup>c</sup> is four *denarii*” (y. *Qidd.* 1:1 [48c]; cf. Josephus, *Ant.* 3:195).

A note is in order about the use in our texts of the term *sil'în*. Although this is a familiar numismatic denomination, it is not known from literary texts earlier than the Tannaitic period. It is known, however, from Nabatean epigraphic sources as סלעין חרתי, that is, “*sil'în* of Arethas IV” (9 BCE–40 CE), and its valuation has been discussed (*DNWSI* 788, s.v. **sl**<sup>c</sup>). Meshorer (1975:30) considers the *sela*<sup>c</sup> to be the Nabatean substitute for the *drachm* or *denarius*, but not its equivalent. The term *sela*<sup>c</sup> occurs in a few early Palmyrene inscriptions (Hillers and Cussini 1996:392 Glossary, s.v. **sl**<sup>c</sup>; *ibid.*, 323 PAT 2775:11). A full discussion of currency in the Syrian-Nabatean sphere is provided by Weiser and Cotton (1997), taking into account contemporary evidence from all of the relevant documents and collateral sources, in several languages.

## FORMAL FEATURES OF THE PAPYRI

### 2. FORMAL FEATURES OF THE PAPYRI

#### A. SUBSCRIPTIONS AND WITNESSING

We are fortunate in having considerable information on subscriptions and witnessing. This information comes not only from the Semitic papyri, but also from Greek papyri bearing subscriptions in Aramaic and Nabatean-Aramaic. In Lewis' volume of the Greek papyri, Jonas C. Greenfield provided notes and commentary on the subscriptions attached to P.Yadin 15, 17–22, 27 (Yadin and Greenfield 1989). These subscriptions are now re-edited in Yardeni 2000c:A:135–54.

The formulation of the subscriptions varies, and it is relevant to note that those attached to Greek documents are usually more elaborate, undoubtedly because their function was more significant. They served as docketts and identified the transaction registered in a particular Greek document for those who did not know how to read Greek. The general practice of signing the documents from the Judean Desert has been discussed by Yardeni (1997:17). She differentiates between “simple” and “double” deeds as well as between the different placement and direction of signatures in various languages. Cotton (1997:144–46) has commented on the signatures of XḤev/Se 60, 62, and 64. Common to all documents is the signature of at least one of the principals, often more than one; the signatures of the witnesses, sometimes of the scribe; and at times, the names of certain officials who issued, or authorized the document. Here it would be well to elaborate on certain features of the subscriptions that cut across the various papyri edited in this volume.

**1. Cases where someone else signed.** The Naḥal Ḥever papyri in Hebrew, Aramaic, and Nabatean-Aramaic provide evidence on the practice of enlisting another person to sign a legal document in one's stead. In a Hebrew legal text, P.Yadin 44:28–30, three of the four principals to the transaction followed this practice. It was Greenfield (1993:41–42) who noted that in a Palmyrene tomb inscription (Hillers and Cussini 1996:233 PAT 1624:3–4) dated 214 CE, a first-person statement reads as follows: *ʔʕlt ktb ydy l PN br PN br PN br ḥry PN bdy l dy l ydʕ spr* “I have lent my handwriting to PN, son of PN, son of PN, the freedman of PN, because he does not know (how) to record.” It was Cotton (1997:179–80 on XḤev/Se 61, summarizing her discussion of 1996b) who applied this practice to an understanding of the Judean Desert papyri, both in Greek and Aramaic. She refers to the role of the person designated in that text by the Greek term *χειροχρήστης* (Latin *chirocrista*). Such a person served in an official capacity as one legally entrusted to sign for another because of that person's inability to write, as would be true of an illiterate woman, or for some other reason, such as the person's inability to be present at the signing. Cotton informs us that this is the first recorded attestation of the term *χειροχρήστης*, otherwise known from later sources, which she explores in depth. That person would write in the name of the signatory and then write his own name alongside it (see the COMMENTARY on P.Yadin 44:28–30).

The link that ties together the evidence from Palmyra, from the Greek text XḤev/Se 61, and from P.Yadin 44 is an Aramaic legal papyrus, discussed by Cotton, namely, XḤev/Se 13:11 (Yardeni 1997:65–70), where a divorced woman who declares that she has no claim

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against her former husband, enlists someone else to sign for her: שלמציין ברת יהוסף על נפשה: “Shelamṣion, daughter of Yehoseph, on her own behalf. She is borrowing the (hand)writing of Mattat, so[n] of Shimʿon. By verbal order (or: by her verbal order).” This practice is also attested in other Judean Desert documents from the Yadin and Seiyal Collections, and from Murabbaʿat and elsewhere. The subject of signatures will be discussed in two forthcoming articles, one by Yardeni and Cotton and the other by Schiffman (see BIBLIOGRAPHY).

**2. Factitive usage of the verb *k-t-b*.** The verb that defines some of the signatures is Semitic *k-t-b* “to write, sign on,” etc. In some cases, this verb describes the act of the person who actually wrote with his own hand. In others, it refers to the act of signing the document on the part of one or more of the principals, or their surrogates, as just explained above. There are cases, however, where we find signatures of persons who are neither principals nor scribes, but rather officials who authorized or issued the relevant document. Finally, there are cases where we cannot identify the role of the signatory. What does it mean, in such instances, to say that So-and-So כתב?

To illustrate the problem, let us examine P.Yadin 42, a lease agreement in Aramaic from year one of the revolt. It consists of a declaration by two of Bar-Kokhba’s “administrators” (the Hebrew and Aramaic term is פרנס), who are named, to the effect that they have let out a certain property for three years. The document concludes with the signatures of these same administrators, as follows (lines 10–11):

יה[ו]חנן בן ישו[ע] על [נפשה] כתבה  
חורון בר שמ[עאל] כתבה

This has been translated:

Yeh[o]hanan, son of Yeshu[a]; he issued it on his own be[half].  
Horon, son of (Yi)shma[ʿel]; he is[sued] it.

This translation regards usage of the verb *k-t-b* in the given formula as factitive, which is to say, that it designates not the direct act of writing, or signing, but rather the sense of having the act done, with a force akin to that of the causative. This function is well known in the derived stems, the Pi<sup>ʿ</sup>el/Pa<sup>ʿ</sup>el, and Hiph<sup>ʿ</sup>il/Aph<sup>ʿ</sup>el of Hebrew and Aramaic (and similar constructions in other Semitic and non-Semitic languages), but also in the simple stem. It is particularly noticeable in the case of verbs that are constitutive in meaning, such as “to build, to make,” and the like (Levine 1972:77–78). Thus, when we read that the king of Israel must “write” a copy of the book of Deuteronomy for himself (וכתב לו; Deut 17:18) the sense is quite clearly that he would not actually write this document, but rather have it written for him by others. The same would be true of the Aramaic statement in Dan 6:26, to the effect that the king had epistles written to all of the peoples of his realm. So it is that in legal documents the verb *k-t-b* may convey the functional sense of authorization, or issuance; of having the document written. This interpretation would also apply to P.Yadin 43, where, in a transaction related to that of P.Yadin 42, we also find the signature of one of the same pair of

## FORMAL FEATURES OF THE PAPYRI

administrators, plus the remains of a second signature which may be that of the other administrator. These two issue the receipt for partial payment. In P.Yadin 8:10 there is a curious sequence of signatures that may also be interpreted by taking the verb *k-t-b* as factitive (see the COMMENTARY on P.Yadin 8:10).

The same factitive usage of the verb *k-t-b* is attested in the Nabatean tomb inscriptions, as intimated, but not explained grammatically by Healey (1993:89–90 on H 3:3–4). There we read: ולא רשי אנוש למכתב בכפרא דנה תקף כלה “And no-one has the right to *issue* for this tomb any deed of entitlement” (our translation). As Healey explains: “‘to write’—clearly the legal act of writing rather than the physical act, so that the effective meaning is ‘No one is permitted to have written.’” This is, indeed, what is meant by the factitive, as is illustrated by other, similar statements in the tomb inscriptions that prescribe penalties for those who would take certain prohibited legal actions with respect to tomb property. Thus, in H 19:6, we read: וכל אנוש די יכתב בקברא דנה כתב מן כל די עלא “and anyone who *issues* for this tomb a document respecting any of the above” (again, our translation; Healey 1993:166, and cf. *ibid.*, 226 on H 36:5–7). The factitive is also implied in Mishnaic usage. Thus, *m. B.B.* 10:3: כותבין גט לאיש אע”פ שאין אשתו עמו “We issue a bill of divorce on behalf of the husband, even though his wife is not present with him.” Regarding the verb *k-t-b*, it is worth noting that in P.Yadin 1–3, all of which are Nabatean deeds, the scribe’s signature is followed by the word ספרא “the scribe,” followed in turn by a partially preserved word: תבה. Were it not for the presence of an additional, preceding letter, we would read: [כ]תבה “he issued it,” thereby providing yet another instance of factitive usage. As it is, we are prompted to assume a noun form: וכתבה (= *wekāttābāh*) “and the writer,” if, indeed, the preceding letter is taken as a conjunctive *waw*. The number of witnesses varies according to the kind of document. Thus, a receipt (a “simple” deed) requires only two witnesses, whereas a deed of sale (a “double” deed) requires three witnesses.

## B. THE SCRIPTS

Valuable information on the scripts utilized by the writers of the Naḥal Ḥever papyri is included in the PHYSICAL DESCRIPTIONS prepared by Ada Yardeni, co-editor of the present volume, and in the EPIGRAPHIC NOTES and COMMENTARY, all of which accompany each papyrus. In her recently published *Textbook*, Yardeni presents a comprehensive palaeographic treatment of the script traditions of the Judean Desert documents, entitled: “The Jewish Cursive Script,” including an appendix: “The Nabataean Script” (2000c:B:[147]–[263]). These treatments provide detailed charts, affording a text-by-text comparison, and a letter-by-letter analysis of script development in the Hebrew, Aramaic, and Nabatean-Aramaic texts of the Yadin Collection, *inter alia*, along with historical discussion. In view of this, it would be superfluous to present an additional survey here, and we may simply refer the reader to the *Textbook* for this purpose. It is also relevant to call the reader’s attention to Yardeni’s hand drawings of the papyri and to the photographs provided in the present publication.

## GENERAL INTRODUCTION

### 3. GRAMMAR

The twenty-eight papyri presented in this volume, are written in three languages: contemporary Hebrew and Aramaic (in the “Jewish” scripts), and Nabatean-Aramaic (in the Nabatean scripts), though one could regard the texts written in Nabatean script as representing merely a different dialect of Aramaic. The purpose of this section of the GENERAL INTRODUCTION is to call attention to distinctive or unusual grammatical features whose clarification is germane to the proper exegesis of the Naḥal Hever papyri. It can hardly qualify as a systematic or comprehensive grammar, and will not treat usual or expected phenomena. It is merely a descriptive survey, whose findings may hopefully clarify just how the present papyri add to our knowledge of the relevant languages. The treatment of each language group will proceed in the following manner: (1) Orthography, (2) Phonology, (3) Morphology, and (4) Syntax. The reader may normally assume that words listed as examples of particular grammatical phenomena are discussed in the passages of reference. Uncertain readings often complicate the analysis of given forms.

Unless otherwise indicated, all references are to texts in the Yadin Collection (P.Yadin). Abbreviations: f. – feminine; m. – masculine; pl. – plural; s. – singular; 1 – first-person, etc.

## HEBREW

### I. ORTHOGRAPHY

#### a. Drift

**i. Between א and ה:** Of particular interest is the realization of third radical *aleph* as *heʿ* in one verbal form. Thus, שנקרה instead of שנקרא “which is called” (44:8, 9, 11, 12; 46:3). In contrast, note the participial form מודא “I acknowledge” (45:6; 46:3), which realizes original third radical *yod* as *aleph*, rather than as *heʿ* (normal in classical Hebrew), and which is more like Aramaic (cf. מודא in P.Yadin 4:14 [Nabatean-Aramac]). Also note the probable participle מצוא “I command” (49:12), which exhibits the same realization. In non-verbal forms, note במהרא “quickly” (49:7; instead of במהרה); משפינא (49:8; instead of ספינה with final *heʿ* as in Jonah 1:5). Drift between *heʿ* and *aleph* also occurs in the spelling of personal names. Contrast e.g., ולמשבלא (49:2) with משבלה (44:28; 45:32), and אלמא (44:4) with אלמה (44:30). Similar drift is evident in Aramaic and Nabatean-Aramaic.

**ii. Between ש (= *sin*) and ס:** Note spellings with *sin* instead of expected *samekh*: תשפינת “the boat(s)” (49:5); משפינא “from the boat” (49:8). This drift is more evident in the Aramaic documents.

**iii. Between ך and א:** Note the forms שאש (49:8) and שאיש (i.e., “that exists”) (Mur 24 C:7). Note הגואין “the gentiles” (51:6); cf. שהגיים (Mur 42:5).

#### b. Defective versus *Plene* Orthography

The Hebrew papyri exhibit a tendency toward defective orthography, which is even more

## GRAMMAR

pronounced in the letters (P.Yadin 49, 51, 61) than it is in the three legal documents written in Hebrew (P.Yadin 44, 45, 46), where *plene* spelling predominates. A perusal of the contemporary Hebrew letters from Murabba'at (Mur 42–48) as well as documents from the Seiyal Collection (XHev/Se 30, 4Q342; Yardeni 1997:103–4, 285; 2000c:A:183–84), as well as Hebrew legal texts from these collections, shows similar tendencies and inconsistencies.

This tendency can be seen clearly in mpl. participles. Thus, in P.Yadin 49, a Hebrew letter, we find such forms as אכלין, שתין, דאגין, ידעין in the same text with: יושב[י]ן (line 3), and alongside such spellings as לכול דבר (cf. the probable reading כל דבר [51:9]), and accusative ותכל “and all/every” in a legal text [44:9, 12, 15]). In the Hebrew legal texts, however, mpl. participial forms are always *plene*. Thus, in P.Yadin 44 we find: יושבים (line 5), שוקלים (lines 19, 22). Note, however, defective singular participles such as וכנס (45:16, beside *plene* זורע), and תבע (45:28). It is possible that the defective participial forms reflect Aramaic morphology, so that we might vocalize a form written אכלין with an a-vowel (*ʔākelîn*), rather than an o-vowel (*ʔōkelîn*). There are also other instances of defective spelling in the Hebrew legal texts, probably including המחלקת “the division” (44:25). Note, in a Hebrew letter, בטב (49:2), probably under the influence of Aramaic, and contrast in a Hebrew legal text the probable reading הטוב (46:5). Also contrast הפרות “the fruit” (49:6), in a Hebrew letter, with *plene* הפירות (ה) (45:17; 46:7), in Hebrew legal texts; also לעמת (46:12) with *plene* לעומת (45:30), both forms occurring in legal texts. The masculine plural is almost consistently *plene*: -ים, -ין. The same cannot be said for the feminine plural, as indicated by הפרת (49:6) and by the probable plural תשפינת “the boats” (49:5), both in the same Hebrew letter. If the reading שתפרען (61:4), in a Hebrew letter, is correct, it would be an instance where the plural verbal form is written defectively. Note also the unusual *plene* form עיד “witness” (46:15), alongside עד (cf. 46:13, 14).

### c. Probable Scribal Errors

- שיהיו (44:16): probable dittography, instead of שיהיו, with one *waw*; or confusion as to whether to write *yod* or Aramaistic *waw*.
- שמלמעלה (44:26): metathesis, instead of שמלמעלה “which is above,” probably due to the closeness of the two *mems*.
- שבמוקם (45:18): metathesis, instead of שבמוקם, probably due to scribal error.

## II. PHONOLOGY

### a. Assimilation

- **Of the preposition על נפשה** “on his own behalf” becomes ענפשה (46:12). Though appearing in a Hebrew papyrus, this form itself is Aramaic.

### b. Syncopation

- **Of internal *aleph*:** מ>א-מרה (an Aramaism) becomes ממרה “his statement, verbal order” (44:30). See below, ARAMAIC.II.c

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- **Of accusative particle את:** mostly followed by the definite article ה. See below, under III.e.

### c. Plural Suffix with *Nun* instead of *Mem*

The traditional Hebraic plural suffix with *mem* predominates in the Hebrew legal texts, but there are a few exceptions. For mpl. nouns, we find: זוזין (45:23; 46:8), דינרין (44:23; 46:11), ארבעין (46:9). For the rest there is only the plural suffix with *mem* in the Naḥal Hever legal sampling, e.g., סלעים (44:21; 46:9, 11) and קשרים “ties” (46:9). As mpl. participles, we find: יושבים (44:5), שוקלים (44:19, 22), as well as verbal suffixes such as אחרתום (2mpl. perfect + 3mpl. object suffix), and 3pl. nominal suffixes such as וכחוקתם (44:16). A perusal of Hebrew legal texts from the Seiyal Collection and from Murabba‘at shows a more mixed pattern, but still a predominance of *mem*. Thus, in Mur 22 frag. 1, we twice find the mpl. אחרים “others” (lines 1, 2), whereas in Mur 22:3, the same word is written אחרין (Yardeni 2000c:A:47). In the available Hebrew letters, by contrast, suffix with *nun* would appear to be the rule. Thus, mpl. participles such as יושב[י]ן (49:3), and all of the defectively spelled participles listed above (I.b), such as ידעין (49:6), exhibit this feature. In the Hebrew letters from Murabba‘at there are numerous examples of the suffix with *mem*, e.g., קרבים (= *qerēbîm* “are drawing near”) in Mur 42:2, and ברגלכם “on your legs” (Mur 43:6). It is likely, therefore, that the absence of the suffix with *mem* in P.Yadin 49, 51, 61 is due to the limited sample. Furthermore, in the Hebrew letters, the plural ending with *nun* is also present in some independent pronouns and pronominal suffixes, e.g., אתן (49:3), לאחיכן (49:4), שדברכן (49:6). There is little doubt that the Aramaic plural ending with *nun* entered written Hebrew at this period.

## III. MORPHOLOGY

### a. Distinctive Noun Forms

- ***haqtālāh* form of middle-*waw* root:** והבאה (44:17); variant: והבאיה (46:6) “yield, crop” (cf. the usual Hebrew construction, with *taw* preformative: תבואה).
- ***qātūl*:** חכור (44:17, 25; 45:10; 46:11) “leased property; lease price” (unless one reads חכיר).
- ***qāṭīl*:** חפיר “excavation” (44:9, 11), the Hebrew parallel of Aramaic *qāṭīl*.

### b. Verbs

**i. Stems:** Under obvious Aramaic influence, the Hebrew legal texts attest the Aph<sup>el</sup> stem alongside the Hiph<sup>il</sup>. Thus, for the same verb, we have the Hiph<sup>il</sup>: שהחכרתינו (45:7) as well as the Aph<sup>el</sup>: אחכרתי (45:14), אחכרתום (46:8). In the last instance, the same text also attests the Hiph<sup>il</sup>: שהחזיק (46:5). There are also instances of the *qattāl* participle characteristic of Aramaic: רשאים (*raššā'im*; 44:24); וקים (*weqayyām*; 44:26).

**ii. Forms:** P.Yadin 49, a Hebrew letter, appears to use the Aramaic root *h-w-y* for the verb “to be” rather than *h-y-h*: הוא ידעין (49:6), presumably the imperative singular (instead of the expected plural הוו). Otherwise, this verb appears with medial *yod*, as in classical Hebrew,

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e.g., שיהיה (45:18). As noted above (I.c), the form שיהיו (44:16) is a probable scribal error, either a dittography, with final *waw* merely repeated, or the result of some confusion over whether to write *yod* or *waw*.

**iii. Tenses:** Participles serve to generate a present tense. Thus, participle + independent personal pronoun: מודא אני “I acknowledge” (44:6; 45:6; 46:3). This corresponds to Aramaic forms attested in the subscriptions to some of the Greek papyri from Nahal Ḥever (see Yadin and Greenfield 1989): מודיאנה (P.Yadin 17:40); מדי אנה (18:70); מדא אנה (20:40). Cf. also: מודא ומתחייב אנה (4:14; Nabatean-Aramaic) and מודין אנהנה לך (8:2; Aramaic). There is also the imperative of the verb *h-y-h/h-w-h* + participle: הוא ידעין, literally: “be knowing” (49:6). As in Aramaic, participles can generate a present-future tense. Thus, the imperfect form of the verb *h-y-h* + participle: שיהיו ארבעת האנשים הלוא שוקלים “that these four men shall be weighing out–” (44:16–17). Also note: שתהיה זורע וכנס “that you shall be sowing and gathering in” (45:16). Often, this tense has jussive force. For Aramaic examples, see below, ARAMAIC.III.c.iii.

### c. Demonstrative Pronouns

The normal Hebrew near demonstratives, singular זה and plural אלה are attested, as well as the distant demonstratives. Thus, singular: הלו “that” (44:22; 45:13, 18, 22, 29; 46:7, 10, 11), and note the variant singular form הלוא (44:20) and fs. הלוא (44:25). Plural demonstratives are תלוא (45:24; 46:4, 9), a syncopated form of את הלוא “these, those,” used for determined accusatives (see below III.e), and the anomalous form הלו, used for plural nominatives (44:17, 18), which may be a scribal error or reflect an actual difference in pronunciation. It is thus far limited to these two, proximate examples.

### d. Prepositions and Pronominal Elements

For the most part, these are normal for classical and contemporary Hebrew. But note the following:

- **Aramaistic** המני, המנו: “from me, from it/him” (44:23; 45:25) instead of forms with prepositional מן.
- **3ms. pronomial suffix:** “his” is normally written: -ו. Thus: מאמרו (44:29); על נפשו (44:27, 28, 29, 30). As would be expected, the Aramaic suffix occurs when signatories sign in Aramaic: ממרה (44:30); ענפשה (46:12).
- **3mpl. suffix with preposition:** בינותים (probable reading), a syncopated form of בינותיהם “between them,” or possibly: בינותום, a syncopated form of Aramaistic בינותהום (less likely in a Hebrew text).

### e. Nota Accusativi

In classical Hebrew, the determined accusative (namely, the direct object) is usually realized as: את ה-, with the definite article prefixed to the direct object, whatever form of speech it is.

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What we observe in the Naḥal Ḥever papyri, and in some other contemporary Hebrew texts, is a double syncopation with *junctive* result. Thus, for example, the form תמקום (44:7, 8) resulted from the following progression: את המקום → <א-ת >ה-מקום → תמקום (= *tammāqôm*). This progression is confirmed by the syncopated, joined form: אתמקום (Mur 22:2). (It reflects speech patterns noticeable in the way modern Hebrew-speaking children and even some adults run the accusative particle את and the definite article *he'* together.) Further examples include: ותכל “and the whole” (44:9), תללו “these” (45:24), and תשפינת “and the boat(s)” (49:5). Note the long sequence of such forms in P.Yadin 46:4–5, all syntactically accusative: תללו, ותדקל, ותחצד, ותדקל, ותעפר הלבן, ותשאר האילן, ותדקלים, תללו, ותחצי הכסף, ותכל, and ותשאר האילן, as well as when the direct object is modified by a determined adjective (e.g., ותעפר הלבן). Cf.: תחכור המקומות הללו “the lease price of these sites” (44:17–18). Also cf. the form תאלה “these” in Mur 24 B:18, and see GLOSSARY: HEBREW, s.v. את, and Yardeni 2000c:B:146–47 Concordance, s.v. ת. By analogy, we find in a Hebrew letter from Wadi Murabba‘at an apparent oblique syntax: יהו בו אצלך תשבת הזו “when they will be with you (on) this Sabbath” (Mur 44:5–6). We would have expected: השבת, which actually occurs in line 10 of the same text. Although one could classify the above phenomena as phonological, which they are in the first instance, since they involve syncopation, they produce specific, fixed forms, and can therefore be regarded as morphological. In fact, such forms also have syntactic import, because they signal the accusative.

### f. Actual Aramaic Forms

- חד “one” (46:12).
- אילא “if not” (45:26; 46:9).
- היך “how, like” (46:8).

## IV. SYNTAX

### a. Agreement

- **In gender:** Agreement in gender between nouns and their modifiers is the rule. The noun סלע, as a unit of currency, is modified by feminine numbers in four cases: סלעים ארבע (44:21, 24); סלעים שלוש (45:24); סלעים שתים (46:11). In Aramaic סלע is feminine. These are not actual instances of disagreement, however, because the Mishnah attests the same fluidity in gender for this noun, e.g., עשר סלעים (*m. Ketub. 5:9*), but עשרה סלעים (*m. B. Mešī‘a 5:2*).
- **With respect to determination:** Generally, contemporary Hebrew exhibits some changes from classical Hebrew in this respect, but in the Hebrew documents from Naḥal Ḥever, the classical agreement is the rule, e.g., והעפר הלבן (44:12, 15) and accusative תחצי הכסף (44:22) in a construct formation.

### b. The Relative Particle ׀ (= *še*) and its Syntactic Effects

The consistent relative indicator is the particle ׀, as is true in the late Biblical Hebrew of

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Qoheleth, Song of Songs, and to a degree, Jonah, and in Rabbinic Hebrew (see Levine 1985). This relative particle is most often prefixed to verbs: שאזרע (46:5); and with prepositional *beth* to nouns: שברשות (45:8) and to pronouns: שבהם (44:12); and directly to independent pronouns: שהם (44:20); and to other parts of speech: שאצלכן (49:7). In P.Yadin 51:2, we find the prefixed particle *ש* vocalized with orthographic *he*: שהתשלחו (see the COMMENTARY *ad loc.*).

When combined with prepositional *lamed*, this particle signifies the genitive: של שמעון (44:7; 45:12); של הירק “of the vegetable garden (plots)” (45:21; 46:7). Note the declined form שלנו (45:7). The relative particle *ש* + *ל* figures in the anticipatory genitive, a feature characteristic of Late Hebrew. Thus, פרנסו של שמעון בן כוסבא, literally, “his administrator, (namely), of Shim'on, son of Kosiba” (44:6–7; 45:11–12).

### c. Emphatic Use of Independent Pronouns

In the Hebrew legal documents, and even more noticeably in their Aramaic and Nabatean-Aramaic counterparts, independent pronouns are used for emphasis. There are occasional examples of this phenomenon in classical Hebrew, but it is quite prominent in the documentary texts from the Judean Desert: ועליך, אתה, אלעזר “And it is incumbent upon you, you, 'El'azar” (46:10).

### d. A Syntactic Anomaly

In P.Yadin 45:8–9 we have: שברשות החכור שותופתי עמך “that is within the jurisdictional limits of the leased (parcel) I hold in partnership with you.” One would expect the relative pronoun *ש* + *ל*, or: *ש* + *ב* (= של שותופתי, שבשותופתי). In other words, a component appears to be missing (note the metathesis of *pe* and *waw* in the form שותופת < שותופת).

### e. Idiomatic Usage

- מלפני מזה (46:5) (Aramaic מן קדמת דנה) “previously.”
- כנומוס “according to custom” (46:6); היך נומוס “as is the custom” (46:8) (cf. Greek νόμος).
- לערו)מת ככה (45:30; 46:8, 12) (Aramaic לקבלדך) “in view of this.”
- ויתר המנו (44:23) “in excess of it.”
- חסר (44:20) “minus.”
- כל (ה)מה (45:17; 46:6) (Aramaic כל מנדעם) “whatever, anything.”
- כראוי ל- (44:13) (Aramaic: כדי חזא ל-) “as is fitting for-.”

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The Aramaic of the Judean Desert papyri, including papyri in Nabatean-Aramaic, is best understood against the background of earlier phases of the Aramaic language, especially that of the Achaemenid period. For a comprehensive treatment of that phase, see Folmer 1995.

#### I. ORTHOGRAPHY

##### a. Drift

###### i. Between א and ה:

• **In postpositive determination of singular nouns:** In the Aramaic language, generally, determination is indicated postpositively, by suffixed *aleph*, vocalized with long-a. Among the Aramaic texts from the Yadin Collection, one can say that the legal texts are slightly more conservative in this regard, as determined noun forms with *aleph* are rather frequent, e.g., יומא (8:3); חמרא (8:6); כספא (42:6, 7; 47a:9); תחומא “the boundary” (47b:8); מתנתא “the gift” (7:5). In the Aramaic letters, on the other hand, suffixed *he*’ is frequent, e.g., ובערה “the cattle” (50:10); אלנה “the trees” (50:11); גברה “the man” (54:8); סיפה “the sword” (54:16).

Nevertheless, these are mere tendencies, since in the Naḥal Ḥever papyri (and in Judean Desert Aramaic generally), we observe a mixed situation, with both *aleph* and *he*’ signifying determination, at times in the same text and even in the spelling of the same word. This means that the same scribe might be inconsistent. Thus, in an Aramaic letter, P.Yadin 54, we have both פרענותא (54:13) and פרענותא (54:7) “the punishment,” and both באספליה (54:15) and באספליא (54:5) “under guard,” a Greek word in an Aramaic realization. In the Aramaic legal texts, the pattern is also mixed, depending on the scribe and the degree of adherence to the traditional spelling. Forms with *he*’ include e.g., דנה (47a:4, 8); יומה דנה (42:6); זבנה “the purchaser” (47a:9); כלה (7:4, 19; but כלא in 7:20, 22); אסרה (7:14); כתבה “the writ” (47b:6; but note כתבא in 22:32, 33). In Aramaic legal subscriptions of Greek documents, note: פקדנה “the deposit” (17:3); דרתה וביתה “the courtyard and the house” (19:1).

• **In plural determined nouns:** With *aleph*, e.g., ועלימיא “and the young men” (56:3); בדרתא ובתיא “in courtyards and the houses” (7:13); with *he*’: רהומיה “the Romans” (56:5) and, if the reading is correct: בפרדיה “by the mules” (56:9).

• **In participial and adjectival forms:** קימא “is valid” (fs. Pa<sup>c</sup>el adj.; 10:11); יתבא “residing” (fs. Pe<sup>c</sup>al part.; 10:15). Contrast fs. Pe<sup>c</sup>al participles with *he*’: עמרה “dwelling”; ועללה ונפקה “and entering and exiting” (7:25). Also note fs. Pa<sup>c</sup>el adj. with *he*’: ולא רשיה ולא שליטה “she (shall) not have the rightful authority” (7:26). The spelling רשיא with *aleph* is attested at Wadi Murabba’at: די את רשיא “that you are free, have authority” (Mur 19:6, 17). Also note feminine adjectives with *aleph*, such as שפירא “goodly, beautiful” (7:5), and Pa<sup>c</sup>el-based adjectival forms with *he*’: במלה קימה “by a binding statement” (7:2). Also note the feminine adjective רבה “great” (50:12). Note the inconsistency in Pe<sup>c</sup>il forms: חזה ... ויחזה “is fit ... and may be fit” (47a:8), but: כדי חזא “as is fit” (7:13 *et passim*). Note also the gentilic, determined singular: תדמריה “the Palmyrean” (54:14).

• **In verbal forms:** הוה (imperative) “be!” (58:3), and: תהוה (50:12), but: תהווא (42:8).

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• **In personal (mainly Aramaic) names:** Contrast in the same Aramaic subscription: שמלא (18:69) with שמלה (18:70); as well as יהודא (22:31) alongside יהודה (22:37).

• **In feminine indicators:** For example, indeterminate feminine noun forms; with *aleph*: e.g., מתנא (7:7), לילא “night” (7:6); but also with *he*: מתנה “gift” (7:13).

ii. **ש (= *śin*) for ס:** A peculiarity of the Aramaic texts from Naḥal Ḥever (and of some Hebrew texts, as well) is that the voiceless, dental sibilant (i.e., the s-sound), usually written with *samekh* in the Aramaic of this period, is sometimes written with *śin*. Thus, מחשן “holds, possesses” (42:4) for מחסן (cf. 7:14). Also note למשב (10:7, 9) for expected למסב “to take.” Also note the exceptional spelling כנמוש (17:3) for Greek νόμος instead of נומוס (cf. [נר]מוסה; 56:9). This peculiarity may have something to do with Nabatean scribal practice (see below, NABATEAN-ARAMAIC: I.d.ii and also Yardeni 1997:12–13).

iii. **ס for ש (= *śin*):** A more normal and widespread process in Aramaic and Late Hebrew is evidenced by the replacement of *śin* with *samekh*. In Aramaic texts, examples include: נשיא (42:1) written as הנסי (54:1), both in the titulary of Shimʿon, son of Kosiba. Note that סגיא (7:16 *et passim*) is consistently written with *samekh* as in later Aramaic, whereas in the Nabatean-Aramaic papyri, it is consistently written שגיא, with *śin*, as in earlier stages of Aramaic. In P.Yadin 54 the scribe seems to be consistent in favoring *samekh*, even writing שלם “greetings” as סלם (54:2). The influence of Greek is possible, as it lacks the phoneme /š/. Also see below, II.e.i and Yardeni 1997:12–13.

### b. Defective versus *Plene* Orthography

The Aramaic legal documents from Naḥal Ḥever exhibit both defective and *plene* orthography. Contrast ודובנית with זבנת (47a:4; both forms in the same line); as well as המון (8:5) with *plene* הימון (10:8). Although the Aramaic letters tend towards defective orthography, they do exhibit some examples of *plene* orthography: איתפרע “I will exact payment” (50:9); תיעבדון “you will do” (54:7); מחניה “camp” (57:3, 4; 58:2).

• **In plural pronominal suffixes:** Defective orthography predominates in the Aramaic letters in plural pronominal suffixes: מנכן (54:7; 55:7); לותכן (54:11); יתהן (57:4); לכן (55:7), but note יתהון (55:5); לכון (63:5). Also note a rare instance of doubly defective orthography in a 3mpl. imperfect verbal form with 2mpl. object suffix: יצחבנכן “they will aggravate you” (50:8). Also, in 3mpl. imperfect יחרבן “they will destroy” (50:10). For the most part, however, 2mpl. and 3mpl. imperfect verbal forms are written *plene*, with *waw*. Thus, תבחנון “you will weigh, examine” (54:2); ותשלחון “and you will send” (54:4).

• **In singular pronominal suffixes:** 3ms. *plene*: בעמליה “with his products” (50:6); פריה “his fruit” (50:7).

• **In names:** In P.Yadin 10:5, the name of Moses is written *plene* as מושה rather than משה, and in P.Yadin 47a:3, the month name is written טיבת rather than טבת. The name כוסבא/ה is usually written with a *waw* (53:1; 54:1; 56:1; 63:1), but note כשבה (50:1).

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### II. PHONOLOGY

#### a. Use of *Aleph* to Separate Vowels

This subject has been treated by Cook (1998:363). Note the following forms: ויה[ו]רֵאִי “and the Judeans” (10:5; see the COMMENTARY *ad loc.*); תִּשְׁבַּתְאִי (according to one reading) “you will be captured” (10:10).

#### b. Assimilation of *Nun*

Unlike Hebrew, the assimilation of *nun* to a following consonant is unusual in Aramaic. Nevertheless, in the Aramaic texts from Naḥal Ḥever, this phenomenon does occur in a few infinitival verbal forms: לִמְפַק (< לִמְנַפֵּק) “to go out” (42:8); לִמְשַׁב (< לִמְנַסַּב; see above, I.a.ii) “to take” (10:7, 9). Note, however: וּמְנַפֵּק (7:14), לִמְנַצַּב (7:17), and לִמְנַתֵּן (7:17, 56; 10:16).

#### c. Syncopation

• **Of *aleph*:** In simple stem verbal forms: תַּחֲדוֹן (54:3) and infinitival לִמְחַד (54:16) “you will hold; to hold.” Also note: וַיֵּתֵהּ (< וַיֵּתֵהּ) “and let him come” (56:6). In Aph<sup>el</sup> verbal forms: the participle: וּמְחַסֵּן (< \*מְאֲחֲסֵן) “possessing” (7:14, 51); the imperfect: יַחֲסֵן (< \*יֵאֲחֲסֵן) “will possess” (7:18, 19, 23, 58) and וַיִּמְטוּן (< \*וַיִּמְטוּן) “and they will bring” (57:4); and the infinitive (if taken as an Aph<sup>el</sup> and not as a simple stem): וּלְמַנְחַל “and to bequeath” (7:17). In nouns: וּמֵתֵר (< וּמֵאֲתֵר) “and from a place” (55:3).

• **Of *heʿ*:** In pronominal suffixes: עֲלוּהִי (< עֲלוּהִי) “upon him/it” (54:16).

• **Of *het*:** התשכו (54:6) as contrasted with יתשכה in the same text (54:10) (possible scribal error).

• **Of *yod*:** Note לְדִי (< לְדִי) “to my hand” (50:9; see the COMMENTARY *ad loc.*).

#### d. Dissimilation with *Nun*

Note the infinitive construct form of the Aph<sup>el</sup> verb <sup>ʿ</sup>-l-l: לִמְנַעֵלוּ “to bring in” (7:26, 68).

#### e. Sound Shifts

**i. From *shin* to *šin*:** A single clear case of the sound shift *shin* → *šin* in a noun occurs in the form סְלָם “peace, well-being, greetings” (54:2), occurring in an Aramaic letter. Otherwise, we find only the normal Aramaic form שְׁלָם (53:1, 5; 56:2, 10; 58:2, 3).

**ii. From *ṣade* to *samekh* (apparent):** In an Aramaic letter, we encounter the form תְּבַסְרוֹן “you will fall short” (54:15), which may be a variant of תְּבַצְרוֹן. If so, the unusual spelling with *samekh* would represent a softening of the emphatic sibilant *ṣade*. If, however, an alternative derivation is accepted, no such shift would be attested. (For further explanation on this derivation as well as an alternative derivation see the COMMENTARY *ad loc.*)

**iii. From assumed proto-Semitic *ṭaw* to *taw*:** In P.Yadin 43:7 we encounter the term קְתָרָא “tie” (= \*qeṭar → qetar). Normally, the form is realized in Aramaic as קֶטֶר “knot,” wherein

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*taw* partially assimilates to the emphatic *qoph* (as explained in the COMMENTARY *ad loc.*).

**iv. From *lamed* to *resh* (apparent):** התשדר for התשדל (53:3; see the COMMENTARY *ad loc.*).

**v. From *resh* to *lamed* (apparent):** Note the probable restorations of the imperial title אוטקרטור, realized as אוטקלטור in P.Yadin 8:1 (cf. in Nabatean-Aramaic, P.Yadin 6:1).

**vi. From *heʿ* to *aleph*:** The prefixed *aleph* marking the Aramaic causative stem (Aph<sup>el</sup>) replaced the *heʿ* of the Haph<sup>el</sup> characteristic of earlier phases of Aramaic. In the Aramaic reflected in the Naḥal Ḥever papyri, this process was virtually complete. Note, however, the prefixed *heʿ* in the unusual forms התשדר (53:3) and התשכו (54:6), as well as the difficult form היתיהחתהגם (54:3). Cf. also in an Aramaic subscription the form: הקחת (18:68; and see the NOTES *ad loc.* in Yadin and Greenfield 1989:142). Note also the conjunction הן “if, whether” (7:25, 66; 8:8), which is characteristic of earlier phases of Aramaic, instead of אן, which is the normal form in Jewish Palestinian Aramaic (but cf. Mur 18:7). Note also that the form הן is normal in Nabatean-Aramaic (cf. P.Yadin 1:16 *et passim*) and that P.Yadin 7 and 8 evince other Nabatean-Aramaic influences.

### f. Metathesis

- Note the consistent lack of the expected sibilant metathesis for (H)ithpe<sup>el</sup> verbs: אתובן (7:16), מתזנן (10:14), התשדר (53:3), and התשכו (54:6). One possible exception is תשבתאִי “you will be taken captive” (10:10), but this problematic form is a probable scribal error.
- Note the form תדהרון “you must be careful” (50:6). This probably represents a contracted form of תודהרון, which would be the normal Ithpe<sup>el</sup> (see the COMMENTARY *ad loc.*). The root *z-h-r* is only attested in Aramaic in derived stems. Cf., for example, at Hermopolis: אזדהרי (TAD A2.1:8; 2.2:17 [Besciani-Kamil 4, 2]).

### g. Regressive Vowel

- Note מן קודמת דנה “formerly” (10:4), a probable scribal error.

### h. The Form אנוש in the Aramaic Documents

In the Aramaic Naḥal Ḥever documents this word for “man, person” is sometimes realized in the form אנוש, as in Hebrew, rather than in the expected Aramaic form, אנש. The shift from <sup>ʿ</sup>enaš to <sup>ʿ</sup>enoš reflects the well-known Canaanite sound shift whereby accented long a-vowel shifts to o-vowel, a process that did not occur in Aramaic. While in the Aramaic legal documents we find attestations of the form אנוש (7:19, 21, 60; 8:7), in the Aramaic letters we find, for the most part, the more expected Aramaic form אנש (50:13; 55:3; but also in 47b:10, a legal document). The form אנוש is also evident in the Nabatean-Aramaic legal documents from Naḥal Ḥever (see below, NABATEAN-ARAMAIC.I.e.i), and in the Nabatean tomb inscriptions, which exhibit a legal character (see Healey 1993:254 Glossary, s.v. <sup>ʿ</sup>nws̄). The

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pattern of distribution suggests that when the Aramaic legal tradition preserved this “Canaanite” or Hebraic realization, it did so only in particular clauses, but why this is so remains uncertain. In Elephantine Aramaic legal texts, the realization is consistently אנש. Also note that P.Yadin 7 and 8 both exhibit other affinities with Nabatean-Aramaic.

### III. MORPHOLOGY

#### a. Nouns

- **Indeterminate absolute** בַּי: This form for “house” (= *bāy*; 7:4, 16, 55) instead of absolute בית (= *bayit*) is widely attested in Jewish Palestinian Aramaic (Sokoloff *DJPA* 92, s.v. בַּי). It is also known in Old Aramaic (*DNWSI* 156–57, s.v. byt<sub>2</sub>).
- **The Arabic ellative:** אַצְדַּק (= *ʿaṣdaq*) “rightful heir” (7:22, 23; also in Nabatean-Aramaic, 36:20, 21 [Papyrus Starcky]).
- **Feminine form:** שְׁבַה “Sabbath, week” (7:7). See the COMMENTARY on P.Yadin 7:7 for analysis of this form, which is normal in Elephantine as well as in later Aramaic.
- **Feminine plural:** שְׁעִין “hours” (7:7), singular שְׁעָה (7:12), as is normal in Jewish Palestinian Aramaic (Sokoloff *DJPA* 561).
- **qefīl-based noun forms:** זְבִינִיא “the purchases” (8:7); perhaps f. חֲכֵרָה “leased parcel” (43:6).
- **qattēl-based noun forms:** probable סִלְק (= *sallēq*) “withdrawal” (43:2).

#### b. Pronouns

##### i. Demonstrative pronouns

- Near m.: דְּנָה, also דְּנָא “this” (7:16; 47b:9), דְּנָן (47b:9).
- Near f.: דָּא “this” (7:5, 15; 8:2), also הַדָּא (47b:7).
- Distant m.: דֶּךְ “that” (47a:8, 9), הוּ (7:26, 69; 8:3).
- Distant f.: הִי “that” (7:25, 67).
- Distant pl.: אֲנוּן “those” (10:6), הִי(מִן) (8:5, 10:8).

**ii. The relative pronoun** דִּי: In morphological terms, this pronoun is most often *separatim*. There are, however, some instances where it is prefixed:

- to a verb (perfect): וּדְזַבְנִית “and which I sold” (47a:4).
- to a noun: דְּכָל דְּאֵלִישַׁע אָמַר לֶךְ “that all that ʿElishaʿ says to you” (53:2–3).

For further discussion of the relative pronoun, see below IV.d and also APPENDIX C by Joseph Naveh.

#### c. Verbs

**i. Infinitival forms with *mem* preformative:** In addition to the Aramaic Peʿal infinitive construct with *mem* preformative (*lemiqṭal*), which is normal, the Naḥal Ḥever Aramaic documents (and the Nabatean-Aramaic documents) attest Paʿel and Aphʿel forms with the same *mem* preformative (as in later phases of Aramaic). Examples of the Paʿel include:

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למזבנה “to sell” (47a:9, b:9) and למזבנו (42:9) (contrast in Nabatean-Aramaic: לזבנה [2:9; 3:10]). Examples of the Aph<sup>el</sup>: ולמורתו “and to bequeath” (7:17, 56). This form reflects the syncope of *aleph*: \*ולמאורתו, as does the possible reading: ולמס[ח]נה (< \*ולמאסחנה) “and to hold” (10:7, 9; see Greenfield 1990).

**ii. Anomalous infinitives:** ולתהך (42:8) instead of למהך. Note the Pe<sup>al</sup> form למפרוע (instead of למפרע) “and to pay” (7:17, 57).

**iii. The present-future tense of יהוא + participle:** Examples have been noted in the Hebrew texts (see above, HEBREW.III.b.iii). Aramaic examples include: תהוא תקל לנה “you shall be weighing out for us” (42:6); תהוא ממרק לנה “you shall be clearing for us” (42:8); ודי אהוא אכל “that I will be eating” (7:14).

### iv. Stems:

- **Pe<sup>il</sup> forms:** גניבין “stolen” (54:6); ידיע “known” (55:6); ותקילין “weighed” (63:3).
- **The forms אשתרהן and אתזבן in P.Yadin 7:16/54:** The form אשתרהן “it has been taken as pledge” is virtually identical with the Arabic form *ʾistarhan* (= *Istaʿala*, 3ms. perfect; Greenfield 1974:76–79; 1991:220–27; Beeston 1979:1–2). It is likely, as suggested by Yadin, Greenfield, and Yardeni (1996:397), that this represents a morphological Arabism. The form אתזבן “it has been sold” represents the Aramaic *Ithpa<sup>al</sup>*, without the usual metathesis and shift of the *taw* to *daleth* under the impact of the sibilant *zayin* (normally אודבן; see above, II.f). For a similar form in Nabatean-Aramaic, 3ms. imperfect יתזבן, cf. Healey 1993:193 on H 28:4.

## IV. SYNTAX

### a. Nota Accusativi

- **Usage of ית:** Thus, ית אגרתה “the letter” (63:5); וית כול (63:4); ית פורענותה (54:13). Note that ית can be combined with object suffixes: יתה(וון) (54:5; 55:5 *et passim*); יתי (7:62); יתכי (7:22 *et passim*).
- **Possible accusative *lamed*:** עבד לה “do it!” (53:3); צריכין לה “(we) need him” (56:7).

### b. Agreement of Determination

Normally, agreement is the rule. The usual demonstratives show agreement. Thus, יומא דנה (47a:4, 10), but also note כספא דן (42:6, 7).

### c. Anticipatory Genitive

One notes the general absence of this syntactic feature in the Aramaic texts, whereas it is attested in the Hebrew papyri (see above, HEBREW.IV.b). Note, however, the likely restoration: פר[נסוהי] [דני ש]מעון בר כוסבא, literally: “his administrators, namely, of Shim<sup>on</sup>, son of Kosiba” (42:2).

**d. The Syntactic Functions of the Particle די**

- **As the functional genitive:** Thus, טענן די מלח “loads of salt” (58:3), literally: “loads which are of salt.”
- **In the relative function:** Frequently introducing purpose clauses: די תשלח “(in order) that you dispatch” (57:1); די תעמרון ותשלחון “that you load on, and send” (58:2).
- **Simply in the relative function:** די ה(י)מון (8:5; 10:8), literally: “which are (equivalent to).”
- **Relative, in the sense of “who”:** די עמר “who resides” (7:3).
- **In combinations:**
  - ומן די “whoever ...” (7:19; 50:7); מה די “that which (= whatever ...)” (10:6).
  - בדיל די “because” (= for) (57:4–5).
  - כדי “like that” (= as; whenever) (7:4, 22, 53).
  - כל די “all that” (7:5; 47a:9).
  - ל + די (functioning as relative-possessive): די לירתי “which (belong) to the heirs of–” (7:37); דיילי “mine” (7:13; here perhaps as a declined possessive pronoun, but note די לי in the parallel 7:48).

See APPENDIX C by Joseph Naveh for further discussion of the relative pronoun.

**e. Numbers between 11 and 19**

In most dialects of Aramaic, including Biblical Aramaic and Jewish Palestinian Aramaic, numbers between 11 and 19 are formed with the units (in construct state) preceding the number 10 (e.g., ארבעת עשיר; 47a:3). On the other hand, we also have עשר וחמש (7:2) and עשר ושבע [ע] (8:2–3). Regarding these latter two examples, however, we should note that P.Yadin 7 and 8 evince features of Nabatean-Aramaic influence, and that this construction also occurs in all attested cases of numbers between 11 and 19 in Nabatean-Aramaic (e.g., P.Yadin 2:8, 29; 6:5) and therefore, may have been normative in this dialect (see Cantineau 1930–32:96–97). Such a construction is also well attested amongst the Aramaic documents from Elephantine (see Muraoka and Porten 1998 §21c, where parallels in Mandaic are also discussed). See also Yardeni 1997:13.

**f. Usage of איתי, Particle of Existence**

- positive: כל מה די איתי לי “whatever there is to me (= that I have)” (7:3 *et passim*).
- negative: לא איתי ל- “there is not to– (= one does not have)” (7:19).
- declined form: איתוהי “it/he is” (= Late Hebrew ישנו) (7:20).

**g. Idiomatic Usage**

Comparative כות has two functions:

- (1) “as well, in the usual manner” (= כ + ות; = Hebrew כמות)—in a concluding position, indicating a usual quantity or provision: כות ... ולמראנא “and to our lord ... as well” (8:9).
- (2) “as well, and as well”—introducing an additional specification, or item, as in P.Yadin 7:7 *et passim*.

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### NABATEAN-ARAMAIC

There are many similarities of a grammatical nature between the Aramaic and the Nabatean-Aramaic papyri, making it unnecessary to repeat features already discussed. Attention will focus, therefore, on distinctive features of the Nabatean-Aramaic papyri. Features of P.Yadin 7, a deed of gift written in Aramaic and in the Jewish script, are relevant to a discussion of Nabatean-Aramaic grammar because that text contains some of the same Arabic words and formulae that occur in P.Yadin 1, 2–3, 4, 6, and 9. On this basis, the evidence of P.Yadin 7 will be factored into the present section on Nabatean-Aramaic grammar.

#### I. ORTHOGRAPHY/PHONOLOGY

It has been decided to combine these two aspects, because it is often difficult to determine where orthography ends and phonology begins. Certain features are orthographic inasmuch as they pertain to spelling, and yet phonological in their ramifications.

##### a. Indistinguishable Letters in the Nabatean Script

Most of the offshoots of the Aramaic script, in this case the Nabatean, did not distinguish between *daleth* and *resh*. As a result, some readings, especially of Arabic words, remain uncertain. Examples include, *inter alia*: (1) עקדנא/עקרנא “account, contract,” or “immovable property” (1:15; 4:14, 16, and see the COMMENTARY *ad loc.*); (2) חדר/חרר “border,” or “release” (2:6, 26, 29, and see the COMMENTARY *ad loc.*); (3) עדא/ערא “promise, pledge” or a verb: “remains” (9:6). In most cases, etymology and context allow for reasonably certain, or at least preferable readings.

##### b. Drift

Some of the same kinds of drift noted in the grammatical treatment of the Aramaic papyri are present in the Nabatean-Aramaic papyri, as well.

##### c. *Plene* and Defective Orthography

Inconsistency is the rule. The evidence is too limited to allow us to draw statistical conclusions. Differences between defective and *plene* orthography may be due, at least in part, to different scribal schools, a situation that generated fluidity in spelling. Note the following cases in point:

- In some respects, defective spelling seems to be more pronounced in the Nabatean-Aramaic papyri. Contrast defective חרף “dates” (1:21, 26) with *plene* חרוף (7:4), and defective מני “vessels of–” (1:24) with מאני (7:4, 16), where, however, the difference in spelling could be regarded as syncopation.
- In mpl. noun forms *plene* and defective spellings occur side-by-side, e.g., ופקדונין וענשן “and deposits and penalties” (1:24). The same is true of ms. suffixes. Thus, we find כתבה “he wrote it; issued it” (3:52) but *plene* כתביה (1:53).
- Note the normally defective writing of plural suffixes: עליהם (1:50); בהם (2:15) (as well as

their ending with *mem*, as in Arabic).

- *qetîl* forms are normally written *plene*: זעיר ושגיא “small and large” (1:4, 31; 2:7, 28, etc.); רטיבה ויבישה “wet and dry” (2:6, 26; 3:7, 29); רחיק וקרוב “distant and near” (2:11, 33; 3:36, etc.); בשילין “ripened” (1:8); כתיב “written” (1:36). There are exceptions, however, e.g., defective חרץ “fixed” (2:9, 30; 3:32).
- The Shaf<sup>el</sup> שיזב = 3ms. perfect “he has rescued” is not actually *plene*. It would qualify as such only if written: שיזיב.

#### d. The Transcription of Arabic Words

The orthography of the various forms of Arabic words occurring in the Nabatean-Aramaic papyri of the Yadin Collection is complicated by factors that do not pertain to the Hebrew or (with the exception of P.Yadin 7) to the Aramaic papyri written in the Jewish scripts. In the period of the Naḥal Ḥever corpus, writers of legal and other documents in the Nabatean script utilized the short, so-called “Canaanite” alphabet of twenty-two characters (reduced to twenty-one characters, the forms of *daleth* and *resh* having become identical). This is the same alphabet used in the Jewish scripts. As a consequence, seven characters in the short alphabet (*daleth*, *het*, *ṭet*, *‘ayin*, *ṣade*, *ṣin*, and *taw*) would, when employed to signify letters of the Arabic alphabet, have a “double function.” In the Arabic script, the six additional characters are graphically indicated by supralinear punctuation, specifically one or more dots placed above the base character. In the script of the Nabatean-Aramaic papyri, however, there is no such punctuation, or, to put it another way, the short alphabet lacks the required graphemes for producing all of the Arabic sounds. This “double function” is of phonemic significance, affecting our determinations as to etymology.

The important relationship of the Nabatean and other contemporary Aramaic writing systems to Arabic writing has been discussed by Naveh (1970:32 n. 3; 1987:153–62), Diem (1976, 1980), and more recently by Gruendler (1993) and by Yardeni (1991, 2000c). Most authorities agree that the Nabatean cursive was the immediate precursor of the Arabic script. Diem advanced the etymological principle that with respect to Arabic words used in Nabatean-Aramaic, Arabic phonemes for which no grapheme existed were written like their Aramaic cognates. An example, cited by Gruendler (1993:116), is Arabic *naẓara* “to look” written with *nun*, *ṭet*, *resh*, following Aramaic *neṭar* “to watch.” A possible exception to Diem’s rule, עצה, depending on one’s interpretation of this word, is noted below under I.d.v.

**i. Double function:** The five Arabic sounds that lack a direct correspondent in the short alphabet are: *dhāl* (ذ), *zāʾ* (ظ), *thāʾ* (ث), *khāʾ* (خ), and *ghayn* (غ). The relevant orthographic data on double function, as evidenced in the Naḥal Ḥever papyri, may be summarized as follows:

- Among the limited number of Arabic words, we have found no certain case of the Arabic sound *dhāl*, which would be reproduced by ד, or of Arabic *zāʾ*, which would be reproduced by ז.

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• We have found the following instances of “double-function” in the Yadin Collection:

– ת = *tā* (ﺕ), but also = *thā* (ﺙ), as in:

- תבת (*tābit*) “valid register” (2:6, 25; 3:6, 28).
- תמן (*tamanun*) “price” (6:7, if this word is to be identified as Arabic *tamanun*, and not as an Aramaic fraction, *tuman* = 1/8).

– ה = *hā* (ﺡ), but also = *khā* (ﺥ), as in:

- חרוף, חרף (*harūfatun*) “dates” (7:4; 1:21, 26).
- חליקה (*halīqatun*) “custom, manner” (7:24, 65; 1:17, 38; 2:13, 36; 3:40; 6:10).
- חלף (*hilfatun*) “fruit” (1:37).
- חלץ (*halāṣun*) “release” (1:28, 32, 49; 2:12; 3:13, 38).

– ע = *‘ayn* (ع), but also = *ghayn* (غ), as in:

- ומענמין (*ganima*) “profits” (2:12, 35; 3:39).
- נבע (*nabaġa*) “appearing” (1:22; 2:6, 26; 3:29), if this is an Arabic word (see the COMMENTARY *ad loc.*).
- עללה (*gallatun*) “produce” (7:4; 1:21, 26; 6:5).
- ערארין (*girārun*) “deceptive practices” (2:15, 40; 3:46; 4:18), if this is an Arabic word (see the COMMENTARY *ad loc.*).

### ii. Use of the grapheme *shin* [ש] for the Arabic phoneme /s/:

To quote Gruendler (1993:116):

In the orthography of Arabic names in Imperial Aramaic and Nabatean inscriptions, as well as in Arabic inscriptions, the Arabic sounds *s* (reflex of Proto-Semitic \*s and \*š) and *ś* (reflex of Proto-Semitic \*ś) were written with the Aramaic homograph *śin/śin*.

The explanation for this choice, instead of transcribing Arabic *s* and *ś* by *samekh* and *shin*, respectively, lies in the predominant role of Imperial Aramaic, and the fact that “the numerous pairs of cognates favoured the equation of Arabic *s* with Aramaic *ś*” (Gruendler 1993:116). To do otherwise would clash with the cognate evidence, and so the equation was accepted across the board, even where there were no cognates indicated. The one case of this transcription in the Yadin Collection is the noun קשם “share” (2:6; 3:28), a transcription of Arabic *qismun* “share, portion.” If in the construction ראש עקרון עקרון (1:15), the lexeme ראש is being used as an Arabic word, we would have an additional case of this transcription. Similarly, the word written as שתוא “winter, rainy season” (6:14), with the *śin/shin* homograph, is known from Song 2:11 where it is written with *samekh*. This may indicate that it is being used as an Arabic word, *śitā(w)un* (see the COMMENTARY on P.Yadin 6:14).

Of further interest is the likelihood that certain spellings with *śin/shin*, where we would expect *samekh*, in the Hebrew and Aramaic papyri in the Jewish scripts may have been

## GENERAL INTRODUCTION

influenced by Nabatean scribal practice. Thus, we find תשפינת “the boat(s)” (49:5; Hebrew), משפינא “from the boat” (49:8); מחשן “possesses” (42:4; Aramaic); and למשב “to take” (10:7, 9; Aramaic). In an Aramaic subscription, we find the Greek word νόμος “law, custom” spelled כנמוש (17:42), and in XHev/Se 10:3 (Aramaic) we find the unusual spelling שלעין for the monetary unit סלעין. This tendency may also extend to the spelling of personal names. Also see above, HEBREW.I.a.ii; ARAMAIC.I.a.ii.

**iii. Signification of the *shadda* (or *tashdid*):** In the Arabic script, “a consonant that is to be doubled, or, as the Arabs say, strengthened ..., without the interposition of a vowel ... is written only once, but marked with the sign [ˀ], which is called ... the *tèšdīd*” (Wright 1896–98 §11). Since the script utilized by the scribes in the Nabatean-Aramaic language provided no supralinear marking with which to indicate the *tashdid* (or *shadda*), as is the case in the Arabic script, such reduplication was often signified by the repetition of the relevant consonant. There are two clear examples of this practice in the Nabatean-Aramaic papyri from Naḥal Ḥever (1) חדר־חרר “border/clear title” (2:6, 26; 3:6, 29) and (2) עללה “crop, yield” (7:4 [Jewish script]; 1:21, 26; 6:5 [Nabatean script]). There are two additional, probable attestations: רחמם “gift” (1:28) and חבלל “pledge” (1:28), as well as one possible, but questionable attestation (if it is not a scribal error): עעלל “security” (1:28; see the COMMENTARY *ad loc.*).

It is doubtful, however, whether gemination was consistently indicated by doubling in the Nabatean script, because it may be absent from some forms assumed to represent Arabic words that exhibit *tashdid*. Thus, the form תעין “specification” (1:28; 2:12; 3:38) is reliably taken to represent Arabic *ta’yīnun*, from the denominative ‘*ayyana* “to see,” and yet there is no doubling of the *yod* (cf. עללה). If the form גן is translated “concealment, concealed” (1:22; 2:6, 26; 3:29) and identified with Arabic *jinnun* (noun) “concealment” or *janīnun* (adj.) “concealed,” we would expect the doubling of the *nun* to be indicated (cf. חדר).

**iv. Signification of long a-vowel with *alif* in the transcription of Arabic words:** It would appear that in most instances, there is no signification of the *alif* in the Nabatean-Aramaic transcriptions of identifiable Arabic words. Thus, the most likely Arabic form underlying חלץ “clearance, requittal” (1:28) is *ḥalāṣun* (Lane 786, col. 2), but no *alif* is indicated here. The same would be true of the term חרם in the formula על חרם שמיא “by the ban of heaven” (1:8), if this term is taken to reflect Arabic *ḥarāmūn* “forbidden act, statement of prohibition” (Lane 555, col. 3). Other cases, of varying degrees of probability, are קים (*qiyāsun*; Lane 2578) “measure” (7:10), and עקרנא (‘*aqārūn*; Lane 2100) “immovable property” (1:15). In contrast, there are cases where *alif* would seem to be indicated, if the identifications with Arabic are correct. These include עלאני (‘*alānīyatun*; 1:22; 2:6, 26; 3:29) and עראריון (*ġirārūn*; 2:15, 40; 3:46; 4:18).

**v. The special problem of the word עצה “wood” in P.Yadin 2:6, 26; 3:29:** The problems

attendant upon this lexeme, and its possible interpretation, are discussed in the COMMENTARY on P.Yadin 2:6. If עצה is taken as a Hebrew word, there is no orthographic (or phonological) problem, merely one of usage. If it were to be taken as an Aramaic word meaning “wood” we would expect *ayin* [dissimilated to *aleph* in certain Aramaic dialects], yielding: עעה, אעה. Conceivably, we might even expect *qoph*, producing עקה. It may well be, however, that עצה represents an Arabic word (= *‘ida*). If so, it would be a clear exception to Diem’s etymological principle, because it would illustrate the preference for *ṣade* over *ayin* by Nabatean scribes in reproducing *ḍad*, as explained by Gruendler (1993:70). This tendency applies to all cases of Arabic *ḍad*.

### e. Clearly Phonological Features

**i. The cases of תמונה “eight” and אנוש “man, person”:** The Nabatean-Aramaic papyri attest two instances of “Canaanite” writing, wherein the shift of accented long a-vowel to o-vowel has been realized. The case of the noun אנוש “man, person” (1:20, 43; 2:10, 32; 3:12, 35; 4:14; 9:7) instead of the normal Aramaic realization אנש (actually attested in P.Yadin 2:16, 41; 3:47) has already been treated above with regard to the Aramaic papyri in the Yadin Collection (see above, ARAMAIC.II.h). The other instance is that of the numeral “eight” תמונה (1:1, 11), also written תמונא (2:1, 18; 4:11), instead of in the usual Aramaic forms תמוניא/ה. As in the case of אנוש, it is likely that this anomaly has to do with the use of numerals in fixed formulae, in this instance, date formulae (Fassberg 1992:58; and note the use of אחד in the date formula in P.Yadin 42, an Aramaic legal document). It is worth noting that in early Arabic papyri, long a-vowel before *nun* is sometimes written as a *waw*. According to Hopkins (1984:9 §8) it is questionable, however, whether the actual sound shift  $\bar{a} > \bar{o}$  occurred in Arabic, since this shift is restricted to the suffix  $-\bar{u}n$  (see Morgenstern 1999:137\*).

**ii. Syncopation:** As in the Aramaic papyri, Aph<sup>el</sup> forms may exhibit syncopation. Thus, יחסן (< ייחסן\*) “he will possess” (1:44) (see ARAMAIC.II.c).

**iii. Sound shift:** *lamed* → *nun*. The name of the Nabatean king, Malichus, מלכו, is written מנכו (2:2, 20; 36:10 [Papyrus Starcky]).

## II. MORPHOLOGY

### Noun and Verb Forms

**i. Absolute feminine noun forms:** There would appear to be a penchant for absolute feminine noun forms in the Nabatean-Aramaic texts. Note רשו “jurisdiction, authorization” (2:5, 25; 3:28, and in XHev/Se nab 2:8). The absolute form is also attested in an Aramaic papyrus, XHev/Se 7:6. Also note שותפו “partnership” (1:28; 2:7; 3:7, 30), and in Jewish Palestinian Aramaic (see Sokoloff *DJPA*).

**ii. Reduplication:** כלכל “everything, entirely all” (2:15; 3:45; 4:16), also written *separatim*,

כל כל (1:9).

**iii. Verbal stems:** The Nabatean-Aramaic papyri attest the *Shaf<sup>el</sup>* stem: שׂיִיב "he rescued" (1:1; 2:1, 5, 24; 3:5, 21). Examples of Arabic stems occur in P.Yadin 7 and are discussed in ARAMAIC.II.c.

**iv. Demonstrative pronouns:** אנו instead of אנון "those" (4:16; 36:12–13; see Cantineau 1930-32:60).

### III. SYNTAX

Briefly note the following features of syntax:

**i. The iterative use of *t-w-b*:** Note the repetitive force of the verb *t-w-b*: ויתוב ויהוה לה "And he may further (= again) have" (1:30). Normally, to express this repetitive force, adverbial forms of this root rather than finite verbal forms are used (cf. in Elephantine Aramaic: תובא [TAD A6.15:11] and in Syriac: *twb* [LexSyr 817]).

**ii. Nota accusativi:** In the Nabatean-Aramaic papyri from Naḥal Ḥever, we find no evidence of the Aramaic accusative particle ית, although it is well attested elsewhere in Nabatean-Aramaic (Cantineau 1930–32:56–57; Morgenstern 1999:139\*). It is also well attested in the Aramaic papyri in the Yadin Collection.

**iii. Uses of prepositional מן:** In the Nabatean-Aramaic papyri, we observe a penchant for what has been called partitive מן, where this preposition indicates that something comes from a larger category. Thus, מן בתין ודרין "concerning houses and courtyards" (2:12). The related causative function of prepositional מן is also evident. Thus, מן צדק ורשו "by entitlement and jurisdiction" (2:25), which is to say, deriving from these legal rights.

## GENERAL INTRODUCTION

### 4. THE PRESENTATION OF THE PAPYRI

The papyri will be presented in two sections: (1) Legal Texts and (2) Letters. Within Section 1, the legal texts will be arranged as follows: (a) Hebrew Papyri, (b) Aramaic Papyri, and (c) Nabatean-Aramaic Papyri. Within Section 2, the Hebrew and Aramaic letters will be arranged strictly according to numerical sequence. Each papyrus will be presented in the following manner:

- Introduction
- Physical Description (of the papyrus)
- Hand Drawing
- Text (in Hebrew block script)
- Translation
- Epigraphic Notes
- Commentary

### KEY TO SIGLA USED IN THE TEXT

- [x] – Letters within brackets have no extant traces.
- ḥ̣ – Letters with an overdot have partially preserved traces.
- x – Letters in small typeface indicate a highly conjectural reading or restoration.
- – Mid-line circles indicate indecipherable traces of ink.
- \ – Words separated with a backslash indicate that the extant traces of ink can yield more than one intelligible interpretation. For example, the last word in P.Yadin 51:3 is indicated in the TEXT as: כליהון ועליהון, meaning that it can either be read כליהון “their vessels, utensils” or עליהון “upon them.”
- / – Letters separated by a forward slash indicate that the extant traces of ink can be narrowed down to a few possible letters, but neither the readings nor the context is certain enough to yield intelligible words. For example, in P.Yadin 61:3, the sequence א/ו/ג/ה/ח/ו/ז/יתמשך means that the first letter could either be *aleph*, *waw*, or *zayin*; the second letter could either be *gimel*, *he*, or *het*; and the third letter could either be *waw*, *zayin*, or *yod*.

### A NOTE ON NOMENCLATURE

The importance of nomenclature can often be underestimated. One such problem has been how to designate the leader of the revolt against Rome in the years 132–135 CE. Though he has been popularly known as Shimon Bar-Kokhba, as reflected by the actual title of this volume, the very texts published herein demonstrate that this figure was referred to as Shimon, son of Kosiba (with this name itself being variously spelled). The editors have decided to be guided in each case by the data provided in the immediate document under consideration. Thus, when the name appears as שמעון בר כוסבא, the COMMENTARY will refer to him as Shim'on, son of Kosiba; when the name appears as שמעון בר כוסבה, the COMMENTARY will refer to him as Shim'on, son of Kosibah.



# LEGAL POPYRI

<i>Text</i>	<i>Category</i>	<i>Year of Composition</i>	<i>Lang.</i>
P.Yadin 1	Debenture	8 Elul Year 23 of Rab'el II	Nabatean
P.Yadin 2	Sale Contract	3 Kislev Year 28 of Rab'el II	Nabatean
P.Yadin 3	Sale Contract	2 Tebet Year 28 of Rab'el II	Nabatean
P.Yadin 4	Guarantor's Agreement?	Year 28 of Rab'el II mentioned (not likely the year of composition)	Nabatean
P.Yadin 6	Tenancy Agreement	Day and Month lost; Year 14 of Provincia Arabia	Nabatean
P.Yadin 7	Deed of Gift	24 Tammuz Year 15 of Provincia Arabia; Year 2 of Hadrian	Aramaic
P.Yadin 8	Purchase Contract	3 Tammuz Year 17 of Provincia Arabia; Year 5 of Hadrian	Aramaic
P.Yadin 9	Waiver (?)	Day and Month lost; Year 17 of Provincia Arabia; Year 5 of Hadrian	Nabatean
P.Yadin 10	Marriage Contract	3 Adar (year unknown)	Aramaic
P.Yadin 42	Lease Agreement	1 Iyyar Year 1 of Revolt	Aramaic
P.Yadin 43	Receipt	1 Elul? Year 1? of Revolt	Aramaic
P.Yadin 44	Lease of Land	28 Marḥeshvan Year 3 of Revolt	Hebrew
P.Yadin 45	Lease of Land	2 Kislev Year 3 of Revolt	Hebrew
P.Yadin 46	Lease of Land	2 Kislev Year 3 of Revolt	Hebrew
P.Yadin 47a	Sale Contract	14 Tebet Year 3 of Revolt	Aramaic
P.Yadin 47b	Purchase Contract	14 Tebet Year 3 of Revolt (?)	Aramaic

# HEBREW LEGAL PAPYRI



## P.Yadin 44, 45, and 46 (= 5/6Hev 44–46): THREE HEBREW LEGAL POPYRI

P.Yadin 44: Plate 76	28 Marḥeshvan, Year 3 of Revolt
P.Yadin 45: Plate 77	2 Kislev, Year 3 of Revolt
P.Yadin 46: Plate 78	2 Kislev, Year 3 of Revolt

### INTRODUCTION

The three legal papyri written in Hebrew, P.Yadin 44, P.Yadin 45, and P.Yadin 46, are closely interrelated in their content and were written by the same scribe. The present introduction will, therefore, address them jointly, after which each will be presented in turn. P.Yadin 44 and P.Yadin 45 record, respectively, two sequential phases of a developing business arrangement. In P.Yadin 44 we read that on the twenty-eighth of Marḥeshvan, year three of Shimʿon, son of Kosiba<sup>2</sup>, a division, or what is often called a “distribution,” was enacted between two pairs of partners, all four of whom had jointly leased, as a package, certain parcels of land in ʿEin Gedi. The original lease had been granted by Shimʿon’s פּרָנָס “administrator” in ʿEin Gedi, Yehonathan, son of Maḥanaim. We lack the document covering the original lease, and know of that transaction only by the reference to it in P.Yadin 44:1–7, and in the enigmatic, first person statement in line 16, which apparently refers to certain stipulations of that original lease (see below, and in the COMMENTARY on P.Yadin 44:16).

P.Yadin 44:7–15 delineate the particular parcels that comprised the original package, leased jointly by both pairs of partners. There were in total four parcels, known by their handles as החִירָת, המְשׁוּכִים, החֶפֶיר, הסֶלֶם. Pair A took החֶפֶיר and הסֶלֶם and all cropland and trees contained within them, and Pair B took החִירָת and המְשׁוּכִים and all cropland and trees contained within them. The meanings of these Hebrew handles, and the convention of attributing them to real estate parcels, are discussed in the COMMENTARY. In sum, the two pairs of partners assumed all rights of tenure for the entire package (P.Yadin 44:7–16).

At this point, P.Yadin 44 sets down the respective payments incumbent upon each of the two pairs of partners, pursuant to the new division. These payments are then guaranteed, or ensured, as it were, by an unidentified speaker in the first person who declares: עַל אִסְרִי “by (the terms of) my binding agreement,” the specified payments are to be remitted. One assumes that only a signatory to the document would speak in the first person. The speaker may have been the first, and perhaps the most prominent of the four principals, ʿElʿazar, son of ʿElʿazar, son of Ḥayyaṭa<sup>2</sup>. The binding agreement to which he is referring would be the original lease agreement with Shimʿon’s administrator, Yehonathan, son of Maḥanaim. It would still have to be paid in full, but on a new basis (see the COMMENTARY on P.Yadin 44:16). In principle, each pair of partners was to pay half of the total amount of the original lease price, but in practice, Pair A was to pay sixteen denarii (= four selaʿs) less, and Pair B was to compensate by paying sixteen denarii more. This differential may perhaps be explained by a difference in value, yield, and/or size of the respective parcels (see the

COMMENTARY on P.Yadin 44:20).

The present division probably took place either immediately pursuant to the original lease, or very soon after, since it would seem that the original lease price had not yet been paid. P.Yadin 44 nowhere specifies what the overall lease price actually was; presumably this information had been provided in the earlier document that we lack. (Unfortunately, the bundle containing the five documents of ʿEliʿezer, son of Shemuʿel’s archive did not contain any additional ones.) It is stipulated that neither pair of partners may sue the other for fulfillment of this new contract so long as the terms of the overall lease were being met by those liable for them. At least that is the implication, since we have, at this point, a short gap in the text. The record concludes with a statement of mutual obligation to the terms enacted (lines 16–26).

P.Yadin 45 and P.Yadin 46 may be classified as documents of “acknowledgment,” or “declaration,” an act known in Greek as ὁμολογία, and expressed in Hebrew by the participial form מודה “(I) acknowledge, declare,” and its cognate in Aramaic. P.Yadin 45 records that less than a week after the date registered in P.Yadin 44, on the second of Kislev of the same year, a second transaction occurred involving only Pair A of the original partners. Thus, ʿElʿazar, son of ʿElʿazar, son of Ḥayyaṭaʿ, declared to his partner, ʿEliʿezer, son of Shemuʿel, that he was now subletting to him, for the short-term of the current season, his rights to the section that the two had received in the division of the original lease from the administrator of Shimʿon, son of Kosibaʿ (lines 1–13). The document partially delineates the boundaries of what was to constitute ʿElʿazar’s share of the parcel, and then specifies that henceforth ʿEliʿezer was to sow the land and gather in the crops and fruit that grew in that area for his own use until the end of the current season for garden plots in ʿEin Gedi. In exchange for such rights, ʿEliʿezer was to pay ʿElʿazar twelve zuz (= three selaʿs) and take a קשר “tie,” a proof of payment instrument (see APPENDIX B). There then follows a statement pertaining to the receipt of the “tie” which allows of two different interpretations (see the COMMENTARY on line 26). In the words of a defension clause that immediately follows, ʿElʿazar commits himself to silencing or clearing all claims and claimants for the term of the sublet (lines 13–30).

Enter P.Yadin 46. On the very same day as recorded in P.Yadin 45, namely, the second of Kislev, year three, a certain Yeshuaʿ QBY[Š], made a declaration to ʿElʿazar, son of ʿElʿazar, son of Ḥayyaṭaʿ, and to ʿEliʿezer, son of Shemuʿel that he was hereby leasing property from them. These are, of course, the very same two persons who constituted Pair A in the original division recorded in P.Yadin 44, and whose subsequent sublet, one to the other, is the subject of P.Yadin 45. The name of the second parcel, now being leased by Yeshuaʿ QBY[Š], has been corrected by the scribe and is to be read הבר “the cistern, excavation,” seemingly an alternative way of designating ההפיר “the excavation.” In other words, the same parcels that Pair A had received in the earlier distribution were now being leased from these persons by an outside party (see the COMMENTARY on P.Yadin 46:4).

If the above interpretation is correct, the agreement of P.Yadin 45 was followed on the

same day by further business activity relevant to the same parcels. An outside party, Yeshuaʿ, took over the seasonal lease of the parcels of original Pair A and paid these two partners 160 zuz (= forty selaʿs) for those rights. But in view of the fact that one of that pair, ʾElʿazar, had just been paid for transferring his rights to his partner, ʾEliʿezer, and would now split the new lease price with him as well, he is to pay Yeshuaʿ a sum approximating what he had received from ʾEliʿezer—specifically, ten denarii (= two selaʿs and one shekel) instead of twelve zuz (= twelve denarii, or four selaʿs). To state the matter more simply: instead of refunding the twelve zuz to ʾEliʿezer directly, ʾElʿazar paid a similar sum to Yeshuaʿ.

To summarize: Yeshuaʿ QBY[Š] confirms to Pair A of the four original partners that they have let to him the relevant parcels for the current season, and then proceeds to specify his obligations in consequence of this agreement. As noted above, he is to pay the lease price and take the “ties” (according to one interpretation, his agent could receive the ties on his behalf). He commits himself to silencing all claims for the duration of the contract. The document concludes with Yeshuaʿ’s statement of obligation to fulfill all of the above terms.

P.Yadin 46 adds an item of information about the previous status of the overall parcel, namely, that it had once been in the possession of Ḥananiah, son of Ḥayyaṭaʾ. He was none other than the uncle of ʾElʿazar, son of ʾElʿazar, son of Ḥayyaṭaʾ, the first of the four who, according to the present documents, had more recently leased the entire real estate parcel from Shimʿon’s administrator. Could it be that Shimʿon, son of Kosibaʾ had expropriated real estate from the uncle of one of the present lessors, or had come into possession of it in some other way, so that his administrator could now lease it to private citizens, with the revenue accruing to Shimʿon? The parcel in question is described a bit differently here, in P.Yadin 46; there is reference to “all” that Ḥananiah had held. This may mean that the present sub-lessee, Yeshuaʿ, was gaining use of the parcels that had fallen to two of the parties in their most extended limits.

## HEBREW LEGAL PAPYRI

### P.YADIN 44: PHYSICAL DESCRIPTION

Number of Document: P.Yadin 44.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Simple deed.

The Group of documents to which it belongs: 'Eli'ezer, son of Shemu'el's archive.

Condition at time of discovery: Folded and tied; packed together with four more documents.

Maximal Measurements: 26.8 x 10.5 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: Minor damage at the folds.

Joins: 0.2 cm from the left edge.

Direction of Folds: From left to right, and in half.

Height of smallest, left fold: 1.1–1.5 cm.

Height of largest fold: Ca. 2 cm.

Number of lines (including signatures): 33.

Main text: 26.

Signatures: 7.

Height of text: Total (including the ascenders and descenders): 22.8 cm.

Main text (including the ascenders and descenders): 18.3 cm.

Maximal Width of main text: 8.7 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (0.7 cm, including the ascender of *lamed*).

Lower margin (including the descenders): Ca. 4.5 cm.

Right margin: Ca. 0.6 cm.

Place and Direction of Signatures: Recto; parallel to the main text.

Special notes concerning the signatures: The seven lines of signatures include those of the four lessees involved in the transaction, as well as those of three persons (all sons of Shim'on and possibly brothers) signing for three of them, and signatures of three witnesses. The first of the four lessees, 'El'azar, son of 'El'azar, signed himself with an unskilled hand. The person signing for the second lessee, 'Eli'ezer, son of Shemu'el, was none other than one of Shim'on, son of Kosiba's administrators, Mesabalah, son of Shim'on, known from the Bar-Kokhba letters (he also signed, as a witness, in P.Yadin 45 as well as in XHev/Se 13). The scribe of the document signed for the fourth lessee, 'Allima', son of Yehudah. Each of the witnesses signed with his own hand, in Hebrew (as indicated by the words *בן* and *עד*). At the end of 'El'azar, son of Yehudah's signature, the word *עד* ("witness") is followed by one or two letters, the meaning of which is obscure. An addition following the last signature, written in a different and tiny script, terminates with the words *מן ביתר* ("from Beit-Ther"); the word before *מן* has not been deciphered so far, and it is not clear if the addition belongs to the last signature, and we cannot be certain who wrote it.

Scribe: Yehoseph, son of Shim'on (the same scribe also wrote P.Yadin 45 and 46).

Description of Script: A "Jewish" elegant, "square" script of a professional scribe, with attention to the graphical components of the individual letters.

Main text:

Average height of medial *mem*: 0.2 cm.

Average space between lines: Ca. 0.5 cm.



## P.YADIN 44: TEXT

- 1 בעשרים ושמנה למרחשון שנת שלוש לשמעון בן כוסבא  
 2 נשיא ישראל בעין גדי רצו וחלקו בינתיים ובינותרם מן רצונם x  
 3 היום הזה אלעזר בן אלעזר בן ח'טא ואליעזר בן שמואל  
 4 שניהם מן עין גדי ותחנה בן שמעון ואלמא בן יהודה  
 5 שניהם מן הלוחית שבמחוז עגלת'ן יושבים בעין x  
 6 גדי תמקומות שחכרו מן יהונתן בן מחנים פרנסו  
 7 של שמעון בן כוסבא נשיא ישראל [ב]עין גדי תמקום  
 8 שנקרה הח'רת והמשול'ים [ות]כל רשותם ותמקום  
 9 שנקרה החפיר ותכל רשותן [ה]סלם ותכל רשותו  
 10 ואלה המ'קן[מ]ות שנפלו בחלק[ו] של אלעזר בן אלעזר  
 11 ושל א[ליע]זר בן שמואל המקום שנקרה החפ'יר והמקום  
 12 שנקרה הסלם והעפר הלבן שבהם ותכל אילן x  
 13 שבהם כראוי להם וכחזקתם וזה המקום שנפל  
 14 לתחנה בן שמעון ואלמא בן יהודה המקום שנקרה  
 15 החירת והמשוכים והעפר הלבן שבהם ותכל x  
 16 אילן כראוי להם וכחזקתם על אסרי שיהיו x  
 17 ארבעת האנשים הל'זו שוקלים תחכ'ר המקומות  
 18 הל'זו שחכרו מן יהונתן בן מחנים אלעזר בן אלעזר  
 19 ח'טא ואליעזר בן שמואל שניהם שוקלים תחצי  
 20 הכסף הל'זו חסר דינרין ששה עשר שהם  
 21 סלעים ארבע לב[ד] ותחנה בן שמעון ואלמא בן  
 22 יהודה שוקלים <שוקלים> תחצי הכסף הל'זו x  
 23 ויתר המנו עוד דינרין ששה עשר שהם x  
 24 סלעים ארבע ואין האנשים האלה רשאים לרדף  
 25 [איש את אח'ו על ה'°°° המחלקת הל'זו כל זמן שהחכ'ר  
 26 ] °°° וקים עליהם וביניהם כל שמלעמלה כתוב  
 27 אל[עז]ר בן אלעזר על נפשו  
 28 אליעזר [בן] שמואל על נפשו כתב משבל'ה בן שמעון [מ]רצונו  
 29 תחנה בן שמעון על נפשו כתב ספ'ון בן שמעון מאמרו  
 30 אלמא בן יהודה על נפשו כתב יהוסף בן שמ[ע]ון ממרה  
 31 יהודה בן יהוסף עד  
 32 אלע[ו]ר בר יהודה שהד'עד  
 33 שמעון בר יהוסף עד °ל° א מן ב'ית'ר

**P.YADIN 44: TRANSLATION**

1 On the twenty-eighth of Marḥeshvan, year three of Shimʿon, son of Kosiba,  
 2 Premier of Israel, in ʿEin Gedi: They have consensually divided between them, of their own free will,  
 3 this day, ʾElʿazar, son of ʾElʿazar, son of Ḥayyaṭaʾ, and ʾEliʿezer, son of Shemuʾel,  
 4 both of them from ʿEin Gedi; and Teḥinnah, son of Shimʿon, and ʾAllimaʾ, son of Yehudah,  
 5 both of them from the Luḥit that is in Maḥoz ʿEglatain, and residing in ʿEin  
 6 Gedi—the sites they had leased from Yehonathan, son of Maḥanaim, the administrator  
 7 of Shimʿon, son of Kosibaʾ, Premier of Israel, [in] ʿEin Gedi. (These consist of) the site  
 8 that is called the Ḥirot and the *Mashokim*, [and] all of their jurisdictional limits, and the site  
 9 that is called the Ḥapir, and all of its jurisdictional limits, [(and) the] Sullam, and all of its jurisdictional  
 limits.  
 10 And these are the si[t]es that fell to the portion of ʾElʿazar, son of ʾElʿazar,  
 11 and of ʾE[liʿe]zer, son of Shemuʾel: The site that is called the Ḥapir, and the site  
 12 that is called the Sullam, and the cropland (contained) within it, and all (of the) trees  
 13 (contained) within them; as is proper for them and according to their (terms of) tenure. And this is the site  
 that fell  
 14 to Teḥinnah, son of Shimʿon, and to ʾAllimaʾ, son of Yehudah: The site that is called  
 15 the Ḥirot and the *Mashokim*, and the cropland contained within them, and all  
 16 (of the) trees; as is proper for them and according to their terms of tenure. (It is) on (the terms of) my  
 binding agreement, that they shall be,  
 17 these four men, weighing out (to you) the lease price of <sup>[18]</sup>these <sup>[17]</sup>sites,  
 18 which they have leased from Yehonathan, son of Maḥanaim (as follows): ʾElʿazar, son of ʾElʿazar,  
 19 <son of> Ḥayyaṭaʾ, and ʾEliʿezer, son of Shemuʾel—both (of them shall undertake to) weigh out the half  
 20 of that silver, minus sixteen denarii, which are (equivalent to)  
 21 four selaʿs, on[ly]. And Teḥinnah, son of Shimʿon, and ʾAllimaʾ, son of  
 22 Yehudah (shall be) weighing out >weighing out< the half of that silver  
 23 and in addition to it, sixteen more denarii, which are (equivalent to)  
 24 four selaʿs. And these men have no authority to pursue (= press a suit against)  
 25 [one] another for [...] of that division so long as the lease price  
 26 [...]. And all that is written above is legally binding on them, and on each with respect to the other.  
 27 ʾEl[ʿaza]r, son of ʾElʿazar, on his own behalf.  
 28 ʾElʿazar, [son of] Shemuʾel on his own behalf; (the one who) signed: Mesabalah, son of Shimʿon, [by] his  
 (= ʾElʿazarʾs) permission.  
 29 Teḥinnah, son of Shimʿon, on his own behalf; (the one who) signed: *Sapphon*, son of Shimʿon, (by) his (=   
 Teḥinnahʾs) verbal order.  
 30 ʾAllimah, son of Yehudah, on his own behalf; (the one who) signed: Yehoseph, son of Shimʿon, (by) his (=   
 ʾAllimahʾs) verbal order.  
 31 Yehudah, son of Yehoseph, witness.  
 32 ʾElʿa[za]r, son of Yehudah, witness.  
 33 Shimʿon, son of Yehoseph, witness. [...] from Beit-Ther.

**P.YADIN 44: EPIGRAPHIC NOTES**

The text of this document is beautifully preserved, and only a few individual words have not been restored (see lines 25–26). Moreover, where the text is intact, the elegant “square” script leaves only a few uncertain readings. These consist mainly of unfamiliar or unattested spellings of words whose meaning is obvious. Such anomalies result from the occasional resemblance of certain letters to one another, on the one hand, and from the clear distinction between certain letters, on the other. Thus, *waw* and *yod* may occasionally look the same (although for the most part, the *yod* is shorter), and when this happens, we do not know, for example, whether to read בִּינֹתוֹם, or בִּינֹתֵימ “between them” in line 2. In contrast, *waw* and *zayin* are clearly different from one another, with *zayin* having its top bent backward, whereas *waw* (as well as *yod*) has a “hook” slanting down to the left. It is also true that *waw* and *lamed* are very different from one another, with the upper part of the *lamed* reaching high. When, therefore, we encounter an otherwise unknown demonstrative pronoun like הֵלֹזוּ, which should mean “these, those” (lines 17, 18), alongside more normal forms such as singular הֵלֹז, הֵלֹזוּ, and הֵלֹזוּ “that” (lines 20, 22, 25), we must acknowledge it as a genuine variant and not a mistake for one of these singular forms, or for הֵלֵלוּ, the usual form for “these” (see the COMMENTARY on line 17). Certain lines have “space fillers” at their end, in the form of a large X, in order to avoid additions to which the parties had not agreed (see also P.Yadin 45 and 46 as well as P.Yadin 42 and 47a; marks of a similar appearance—and perhaps function—are also attested among the texts at Qumran in the Habakkuk Peshier and 11Q20 [Manuscript B of the Temple Scroll]; see Tov 1996:66–68).

**Line 22:** The excision of the dittography is indicated in the TEXT and the TRANSLATION.

**Lines 25–26:** The beginnings of these lines have suffered damage. Nevertheless, on the basis of the remains of certain letters, a suggested restoration of the first three words in line 25 may be offered. The three letters appearing before the word עַל may be read as *het*, *yod*, and *waw*, yielding: [א]הֵי, the last word in the phrase אִישׁ אֶת אַחֵיו “one another,” which fits well in context. Immediately following, beginning with the word עַל, it would be tempting on contextual grounds to restore: עַל הַ[פְּרֵעַן] הַמַּחֲלָקָה הֵלֹזוּ “on the [*paymen*]t of this division,” even though the determination of the *nomen regens* would be highly unusual. Such a reading, however, must be rejected because the remains of the bottoms of the letters do not allow for this restoration (see the COMMENTARY on line 25).

**P.YADIN 44: COMMENTARY****Date, Place, Nature of, and Parties to the Transaction (Lines 1-7)**

**Lines 1–2:** All three documents, P.Yadin 44–46, are dated to year three of Shimʿon, son of Kosibaʿ, who bears the identifying title נְשִׂיא יִשְׂרָאֵל, which is here translated “Premier of Israel.” The background of this title is discussed at length in APPENDIX A. In other documents of this period we find more expansive date formulae that refer to Shimʿon, son of

Kosiba's regime. Repeatedly, in Mur 24, a series of Hebrew lease documents, we find: "–of the redemption of Israel by the hand of Shim'on, son of Kosiba, Premier of Israel" (Milik 1961:122–34; Yardeni 2000c:A:107). A variation is "–of the liberation of–," with both ישראל and ירושלם as the *nomen rectum* (Mur 25:1 [Milik 1961:135; Yardeni 2000c:A:29]; XHev/Se 7:1; 8:1, 8; 8a:1; 13:1 [Yardeni 1997:27–28, 36, 67]). Here, the spelling is classical: נשיא, whereas alternative spellings are also attested, such as: נסיא (Mur 24 B:3; see Milik 1961:124) נשי (Kloner 1990:61–62) and נסי (XHev/Se 30:1 [Yardeni 1997:104]; cf. P.Yadin 54:1).

The clause "They have consentually divided between them, of their own free will" recalls Mishnaic legal usage, where the verb *h-l-q* "to divide, distribute" frequently describes the action of heirs and partners with respect to property of various sorts, real and chattel (*m. Kelim* 18:9; *m. B. Bat.* 1:6; 4:9; *m. Tem.* 6:3). Such usage also recalls the Aramaic legal papyri from Elephantine (see *DNWSI* 367, s.v. *hlq*<sub>1</sub>). On "between them" see the GENERAL INTRODUCTION: GRAMMAR: HEBREW.III.d.

The idiom מרצון recurs in the subscriptions, below, in line 28. This locution probably originated in the Aramaic legal tradition. The verb *r-ʿ-y* in Aramaic, *r-ṣ-h* in Hebrew, connotes volition and precludes coercion but may bear the authoritative nuance of "decide, permit," yielding the sense of "permission" to nominal רצון (see the COMMENTARY on P.Yadin 46:28). Here, the best sense of Hebrew מרצונם is "by their own consent." Cf. Mur 24 B:6: אני מרצוני "I, of my own free will." Also note the cognate Aramaic רעות in Ezra 5:17; 7:18, and cf. P.Yadin 7:2 מן רעותי and the see the COMMENTARY *ad loc.* This is also Talmudic diction. See the formula ברעות נפשה "by his own free will" (*b. Sanh.* 7b) and Sokoloff *DJPA* 527, s.v. רעווה; Levy 4:459, s.v. רעו, רעוא).

**Lines 3–5:** The vocalization of אלמא is uncertain. It could be taken as a defective spelling of the Aramaic adjectival form *ʿAllimaʿ*, meaning "the strong one" (see Levy 1:87). The name תחנה is rendered in Greek as Θεενας (Lewis 1989:152 Personal Names), there identified as a scribe, son of Simonos/Shim'on. Information on 'Ein Gedi and Maḥoz 'Eglatain, Greek Μαωζα, frequent venues of residence and business activity as recorded in the Naḥal Ḥever papyri, in all languages, is provided in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: VENUES. Maḥoz 'Eglatain was composed of some internal sub-districts named here. On the name הלוחית, meaning, literally: "the shelf, terrace," compare מעלה לוחית "the ascent of the Luḥit" in late prophecies against Moab, canonically attributed to Isaiah and Jeremiah (Isa 15:5; Jer 48:5). It is perhaps to be identified with modern Katrabba in southwest Moab, at a point on the Transjordanian escarpment on or near the route that connected the plain of the Dead Sea with the tableland (Mattingly 1992:397). Josephus, in chronicling the conquests of Alexander Jannaeus (103–76 BCE), renders this site by Greek Ναβαλώθ and by the fuller form Αναβασις Αλωθ (Shalit 1951:117).

**Line 6:** The Hebrew/Aramaic verb *h-k-r* "to lease" is widely used in the Naḥal Ḥever

documents, in several related forms, in Hebrew, Aramaic, and Nabatean (see below, in the COMMENTARY on line 17, and on P.Yadin 45:9, for a discussion of the variant noun forms). For the Hebrew verb, see *m. Demai* 6:2, 6; *m. Šeb.* 4:3; and *Levy* 2:49–50; Sokoloff *DJPA* 200–1. Milik (1961:127 on Mur 24 B:7) explains that the verb חכר refers to the leasing of a site for a fixed annual fee, whereas ארס refers to a part of what is produced by tilling, and שכר refers to renting for a sum of money (see *t. Demai* 6).

Hebrew/Aramaic פרנס means something like “administrator, legal executor” in the present context. This term of reference designates both private and public legal roles, as well as communal positions of leadership. The term probably derives from Greek προνοητής (see Ben-Yehudah 1958:10:5192–93, and n. 1). Mur 42, a Hebrew letter from Murabba‘at (Milik 1961:157), begins with the words: מן הפרנסין שלבית משכו “From the administrators of Beit Mashiku,” the pair of whom are then named. Reference would appear to be to public administrators or magistrates. The immediate subject of that correspondence is confirmation by the officials that an animal purchased from a resident of Beth Mashiku had legally belonged to him and was his to sell. The men who sent this letter go on to speak of approaching hostile forces, and generally sound like public officials (see *DNWSI* 940, for additional references to *prns*).

The term פרנס is inscribed on lead weights of the period of the revolt found near ancient Beit Guvrin in 1987 (Kloner 1990:62–63 and literature cited). There, the word is written with *śin* rather than *samekh*, ופרנשו “and his *parnās*,” perhaps referring to the *parnās* of Shim‘on, son of Kosiba’, Premier of Israel, and suggesting that the *parnās* was in charge of establishing uniform weights and measures. Alternatively, Shim‘on may be referring to himself as a נשי as well as a פרנש of Israel, which better fits the syntax. Rabbinic sources often speak of the *parnās* appointed על הצבור “over the community” (*t. Roš. Haš.* 2:3). For the communal role, see *CIJ* 1202, a synagogue mosaic from Noarah, near Jericho, probably dating to the fifth or sixth century CE, where we read: [ד]כיר לטב בנימין פרנס[ה] בר יוסה “May he be [rem]embered for good (before the Lord), Binyamin, [the] administrator, son of Yose.” There reference seems to be to a synagogue official (see Naveh 1978:97 no. 63:2). There are also references to the *parnās* as private executor. In Palmyrene we find the form *mprnsyt* (f. Pa<sup>c</sup>el participle) in the role of a personal guardian or foster-mother. The person in question was a freed woman, or possibly a married woman (*brt hry*) (H. Cotton by private communication), who was the guardian of her husband’s or her master’s son (Hillers and Cussini 1996:37 PAT 0095:5). Sokoloff (*DJPA* 448) cites usage in Jewish Palestinian Aramaic sources that would parallel the Mishnaic sense of a personal receiver, or executor. In *m. Ketub.* 7:1, we read that one who vowed not to have sexual relations with his wife for a period of up to thirty days was required to appoint a פרנס to assure that his wife would receive her food allowance for which the husband remained liable during separation, in anticipation of final divorce. The *parnās* would act as interim provider. Denominatives of פרנס in Hebrew/Aramaic are פרנס “to support, maintain” (cf. at Palmyra, Hillers and Cussini 1996:63 PAT 0261:3, for 3ms. perfect Pa<sup>c</sup>el), and note the noun פרנסה־פרנסתה “subsistence,

maintenance, livelihood” (Sokoloff *DJPA* 448). As already stated, the role of the *parnās* in the present document from Naḥal Ḥever surely seems to be that of a public official (as the evidence of the lead weights would seem to confirm). It remains unclear, however, by what right the Premier had possession of the relevant properties so that he could lease them to others through the agency of his *parnās*.

It is usually unclear whether the possessive is written *unctim* or *separatim*, because what appears to be *unctim* may have been the result of close writing (cf. P.Yadin 45:12). Both methods are attested in the period under consideration. On the relevant syntax, see the GENERAL INTRODUCTION: GRAMMAR: HEBREW.IV.b.

**Lines 7–9: Description of the Parcels Involved in the Division.** The convention of identifying land parcels by names, or “handles,” is noteworthy. Here, two of the parcels are called *החירות והמשוזבים*, literally: “the canals and the conduits,” or: “the cavernous rocks and hedges(?)”. Another is named *החפיר* “the ditch, excavation,” and a fourth *הסלם* “the ladder.” The literal meanings of these words are relatively clear, even if their applications are not. Biblical *פי החירת* “the mouth of the canal” (compare Akkadian *ḥiritu* “excavation” [*AHw* 348]) designates a site in the Egyptian delta near Kantara (Num 33:7 *et passim*, and Exod 14:2, 9). These two terms would logically characterize topographic and/or structural features.

The convention of naming sites is well attested in Judean Desert texts. In P.Yadin 7:7, 39 we find the following entry: *אתרא דמתקרא כרבא* “the site that is called KRB” (see the COMMENTARY on P.Yadin 7:7/39). In the Seiyal Collection documents we find a site named *חקל פרדסה* “an orchard plot” (XḤev/Se 9:3 [Yardeni 1997:39, 45]). The same convention is evident in the Greek papyri from Naḥal Ḥever. In P.Yadin 16, a record of land registration, we find an orchard named *Αλγιφιαμμα* (lines 18, 22; Lewis 1989:66, 69), which represents Aramaic *על גיף ימא* “on the sea shore,” reflecting Maoza’s location near Zoar on the shore of the Dead Sea. Further on in the same document we find another date orchard named *Βαγαλαλά* (line 25), and still another named *Βηθφααραια* (line 30; see the COMMENTARY on P.Yadin 2:3; 3:3). Both of these names designate the locations of the orchards in question. In P.Yadin 22, the record of the sale of a date crop, three orchards are named *Φερωρα*, *Νικαρκος* and *Μολχαιος*, respectively (lines 10–11). These could be personal names, since the third orchard is listed as *τοῦ Μολχαίου* “of Molkhaios.” Also note that the Hebrew and Aramaic formulae employing passive/reflexive forms of the verb *q-r-ʔ/h/y* “to call, name,” such as *שנקרא*, *די מתקרא*, are reflected in passive forms of the Greek verb *λέγω* (see Lewis 1989:158 Index of Greek Words, s.v. *λέγω*; also see *ibid.* 14, 97 NOTES to P.Yadin 21:9–10).

**Line 8:** Here, the term *רשות* connotes a delimited area of legal control. Cf. in Rabbinic usage: *רשות היחיד*, *רשות הרבים* “public domain, private domain” (*m. Šeb.* 3:10; *m. Šabb.* 11:1; Sokoloff *DJPA* 530). Hence the translation: “jurisdictional limits.” See line 24 (and the COMMENTARY *ad loc.*) for the form *רשאים* (= *raššā'im*) “having the authority,” which conveys a similar nuance.

**The Details of the Division (Lines 10–16)**

**Lines 10–11:** Formulaic נפל בחלק “fell into the section/portion” conveys the results of the division of property or wealth. The verb נפל “to fall” has as one of its many nuances the sense of something’s coming into the possession of a person or group, whereas חלק “portion” is a frequent term for parts or shares of an estate, or of a larger parcel of land. One who receives a portion, “takes” it, in Mishnaic Hebrew: נטל חלק (*m. Maʿaś. Š. 5:14; m. Sanh. 2:4*).

**Line 12:** העפר הלבן, literally: “the white land.” For this terminology, cf. שדה הלבן “cropland,” a Mishnaic term (*m. Šeb. 1:1*), usually contrasted with שדה האילן “tree orchard,” and occasionally with such designations as שדה ירק “vegetable plot,” which was usually irrigated. According to Gideon Hadas (by private communication) העפר הלבן designates שדה הבעל “rain-fed field” (*m. B. Bat. 3:1*). Hebrew/Aramaic usage of עפר to mean “terrain, plot” in delimiting land areas harks back to Akkadian usage of cognate *epēru* “terrain, area” and to comparable El-Amarna usages (*CAD E 189–90*, s.v. *epēru*, meanings 8, 9). The same sense is expressed in such Mishnaic designations as בית כור עפר “an area producing a *kor* of grain” (*m. Qidd. 3:3; m. B. Bat. 7:1–2*) or עפר בית הפרס “the land area of a grave site” (*m. ʿOhal. 17:5*). This terminology appears elsewhere in the Naḥal Hever texts, as well as in a similar lease document, Mur 24 B:7: מן קצת עפר “a section of the terrain.” Also note in XHev/Se 50+Mur 26, line 5: בית זרע חטין “an area sown with wheat” (Yardeni 1997:127).

**Line 13:** The phrase כחוקתם here, and in line 16, means “according to their rights of tenure” or “terms of tenure.” Cf. *m. B. Bat. 3:1*: חוקת הבתים “The terms of tenure over dwellings.”

**The Prescribed Payments (Lines 16–24)**

**Lines 16:** The formula על אסרי, which we have rendered “on (the terms of) my binding agreement,” is problematic, in the first instance, since the contract involves more than one person in each pair, and up to this point, formulation has been in the third person plural. Who, then, is the single speaker in the first person? Perhaps it is ʿElʿazar, son of ʿElʿazar, son of Ḥayyaṭaʿ, whose name is consistently listed first, and who is speaking for the group. It might seem odd for him to refer to “these four men,” if he were one of them! And yet, this is the most logical identification of the speaker.

It is important, in any event, to clarify the nuances attendant upon the term אסר, an Aramaism in Biblical Hebrew (*Num 30:3 et passim*). The term אסר is used frequently in the documents of this collection, Hebrew, Aramaic and Nabatean, and in similar, contemporary sources. Its basic meaning is “binding agreement.” This sense reflects the etymology of “binding,” conveyed by the Semitic verb ʿ-*s-r*, utilized so pervasively in legal terminology. It is comparable to usage of Akkadian *rakāsu* “to bind” in legal documents, which yields such nominal forms as *riksu* “binding agreement” or *rikistu/rikiltu* “contract, treaty” (*CAD R 99–102*, s.v. *rakāsu*, meaning 6; 345–46, s.v. *rikistu*; and 353–55, s.v. *riksu*, meanings 7–8; *AHw 945–46*, s.v. *rakāsu*, and 984–85, s.v. *rikistu, riksu*; Levine 1999b:85). Nevertheless, there is

another nuance of the term אסר that could be relevant here. It can mean “order, edict,” as repeatedly in Daniel 6, where reference is to the king’s edict which “binds” his subjects. In a related sense, this term is used in P.Yadin 2 and P.Yadin 3, two Nabatean sale documents, to mean an official confirmation of sale (see the COMMENTARY on P.Yadin 2:38). In P.Yadin 7, an Aramaic document of gift, the idiom על אסר די is best rendered: “on the binding condition that—” (see the COMMENTARY on P.Yadin 7:28). The context of the present legal document would seem to favor the translation “on (the terms of) my binding agreement.” This is to say that whoever is speaking is setting down the payments due under the terms of the original lease, now subject to the new division among the partners to the original lease.

**Line 17:** The verb *š-q-l* (Aramaic *t-q-l*), literally “to weigh,” has the sense of “counting out, paying.” Cf. Mur 24 B:15 *et passim*: [חכי]ר שאהא שוקל לך “the [lease pri]ce that I will be paying you.” Also cf. P.Yadin 42:6 (Aramaic): כספא דין תהוא תקל לנה בכול שנה “This silver you shall weigh out to us every year.” Here, the form חכור, or: חכיר (*waw* and *yod* occasionally looking identical) undoubtedly means “lease price,” as it does below in line 25, because we read of conditions relevant to its payment. Also note the same meaning in P.Yadin 46:11. In P.Yadin 43:5–6, an Aramaic document, we read: דני סל[ק] מן חכרה די חכר מן “wh[ich he discharge]d from the lease price (of the parcel) he had leased from—.” Cf. *m. B. Meṣi’a* 9:2: מנקה לו מן חכורו “He deducts for him from his lease price.” Also cf. Mur 24 B:8, C:8 (Hebrew; both partly restored): בחכיר שהכרת מן “under terms of a lease which you have leased from—,” also E:5: בחכרתי; see Segal 1983:33, no. 18:4; 72, no. 52a:3: חכר (= *ḥakār*, or perhaps *ḥakīr*, defectively spelled; both are substantives), and the Aramaic emphatic = *ḥkr* (*DNWSI* 371). Sokoloff (*DJPA* 200) lists the *nomen agentis* חכור, “tenant farmer,” but that meaning would not fit here (cf. *m. Bik.* 1:2; *m. B. Meṣi’a* 9:4).

**Line 18:** The demonstratives, as presently הלואהלוו, הלוו, הלוו, as well as תללו, are discussed in the GENERAL INTRODUCTION: GRAMMAR: HEBREW.III.c.

**Lines 20–23:** Functionally, חסר means “minus, less” and יתר “plus, more.” Cf. Mur 22 II:10–11, and more clearly in Mur 30:14: אם חסר או יתר ללוקח “whether more or less—to the purchaser.” Also cf. XḤev/Se 9:3; XḤev/Se 50+Mur26, line 5, and also *m. B. Meṣi’a* 3:12; *m. B. Bat.* 7:2–3. The additional provisions, whereby one pair of partners was to pay more and the other less than half the lease price, are not explained. Most probably, this differential reflected a variance in the extent of the areas involved or in their respective yields. Currency values are treated in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: CURRENCY.

#### Denial of the Right of Suit between the Parties (Lines 24–25)

**Lines 24–25:** This part of the document forbids the parties to “pursue,” namely, to sue each other so long as all of the payments are being made.

## HEBREW LEGAL PAPYRI

The root *r-š-h* variously connotes “jurisdiction, authority” (see above in the COMMENTARY on line 9), as well as “permission, option.” The rare Pi<sup>c</sup>el רדף (= *riddēp*) is used in Talmudic law to connote “pressing, pursuing” legal action, in the sense of initiating it against another by filing suit. See *y. Yebam.* 12:6 (12d):

רבי יוחנן בעי: ביבמה מי מרדף אחר מי? היתיב רבי לעזר: והכתיב: ועלתה יבמתו השערה.

Rabbi Yoḥanan posed the question: “In the case of a woman awaiting levirate marriage, who is ‘pressing’ whom?” Rabbi Leʿzer replied: “Is it not written: ‘His sister-in-law shall go up to the city gate?’” (Deut 25:7).

Also see *y. Sanh.* 3:1(21a): שמתוך שבררו מרדף זכותו “[The litigant reasons] that since he selected him (= the arbitrator), he will press for his (= the litigant’s) rights.” This provision was intended to prevent the two pairs of partners from suing each other so long as the original lease payments were being met.

### Statement of Binding Validity (Line 26)

**Line 26:** The formula וקים עליהם וביניהם means “And it (= the obligation) is legally binding on them, and on each with respect to the other” (cf. Mur 24 C:18, 24; D:19; E:14; for more examples, see Yardeni 2000c:B:155 Concordance, s.v. על, עלא). In Aramaic documents we have the same formula, and, in fact, it is an Aramaic formula in the first instance. See Mur 19:9; 20:6. Cf. XHev/Se 13:9–10 (Yardeni 1997:67): כול די על כן[ת]ב: “and it is legally binding upon her (or: me), (namely) I, Shelamṣion, all that is written above.” (Note that the scribe in XHev/Se 13 may have used *he* to represent long /i/ as well as the diphthong /ai/ in final position instead of the usual *yod*; cf. XHev/Se 13:5 עינגדה.) Also cf. Esth 9:21: לקים עליהם “to accept as legally binding upon them,” and further in Esth 9:26: קימו וקבלו עליהם “They accepted as legally binding upon themselves.” In certain biblical usages of the verb *q-w-m*, where Aramaic influence is perceptible, we also encounter the nuance of “to have legal validity; to become one’s property legally” (Gen 23:17; Lev 25:30; Num 30:5 *et passim*). Note that correct \*שמלמעלה “which is above” is erroneously written: שמלעמלה. The Hebrew formula כל שלמעלה כתוב translates Aramaic: כול די עלא כתיב “everything that is written above.”

### Signatures (Lines 27–33)

**Lines 27–30:** See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES. The four parties to the transaction sign the document, or, as is true of three of them, have someone else do the actual signing for them (see further). These signatures are then followed by those of three witnesses. The formula על נפשו “on his own behalf,” and related forms, have been discussed by, among others, J. J. Rabinowitz (1957:33–34). In P.Yadin 46:12, this formula is contracted as ענפשה. This formula consistently refers to a party to the transaction and would not be said of, for instance, a witness. It connotes self-

representation, and additionally, the obligation borne by the party in question, thus expressing a frequent nuance of the preposition על. It does not necessarily mean that a person signed “by himself,” namely, that he signed with his own hand, an act unmistakably conveyed by the formula כתבידה, or even that he was present. See 4Q344, line 6 (Yardeni 1997:290), where one of the principals’ signature is followed by the formula: על נפשה “on his own behalf” (also cf. Mur 18:9; 19:26; 21:21; 24 C:19; 30:32–33; 42:10). In lines 28–30, we are able to determine that three out of the four parties to the transaction enlisted someone else to sign for them. This compels a specific parsing of the three entries. As an example, we examine the first of this group of three:

אליעזר [בן] שמואל על נפשו כתב משבלה בן שמעון [מ]רצונו

“Eli’ezer, [son of] Shemu’el on his own behalf; (the one who) signed: Mesabalah, son of Shim’on, [by] his (= Eli’ezer’s) permission.

Of this first of the three persons enlisted to sign for parties to the transaction, it is said: [מ]רצונו, which here means “[by] his permission,” and of the other two it is said: מאמרו, ממרה “[by] his verbal order.” The antecedent in both cases is the principal for whom the person signed. In other words, he signed by the permission, or verbal order, of the principal. The practice of enlisting another person to sign one’s name to legal documents has been studied by Greenfield (1993) and Cotton (1996b). See also the GENERAL INTRODUCTION: FORMAL FEATURES OF THE PAPYRI: SUBSCRIPTIONS AND WITNESSING.

Whereas the sense of Hebrew/Aramaic מאמר (also: ממר, מימר) is clearly authoritative, the meaning of Hebrew רצון, Aramaic רעו, is admittedly ambiguous. In certain contexts, it, too, may connote authority, expressed as the will of the one in authority. This is attested in Biblical Hebrew usage. Thus, the idiom עשה רצון means “to obey the will, the command; to do according to the will” of God (Ps 40:9; 103:21; 143:10; Ezra 10:11; Dan 8:4; 11:16). This suggests that here, מרצונו is to be rendered: “by his permission; pursuant to his wishes.” See *DNWSI* 1079, s.v. רצו (substantive), and note the ambiguities attendant upon this verbal root and its nominal derivatives in Hebrew and Aramaic. Also see in an Aramaic inscription from Dura-Europos (Naveh 1978:138 no. 102:1): מן רעותכן “by your permission.” In the present case, the antecedent is the party to the transaction, who enlisted the named person to sign in his stead. This explanation is preferable to saying that the one who actually signed did so of his own free will, and would correlate better with what is said of the next two signers, namely, that they signed by the order of the parties.

This raises the question as to why three of the parties, all men, did not sign their own names. They may have been illiterate, but it is also possible that they had someone else sign for them because they could not be present at the signing. They consequently empowered others, at times persons holding official positions, to sign on their behalf. In this connection, it is important to stress once again that the formula על נפשה expresses accountability, and does not necessarily mean that the party in question was actually present.

**Lines 31–33:** The primary term for “witness” in Hebrew is עֵד. There is a probable reference to the well-known site of בֵּיתֶר (Beit-Ther), but because the preceding word is illegible, we cannot explain this reference adequately. It could mean, of course, that the third witness himself came from בֵּיתֶר. The Arabic name of the site is Khirbet al-Yahud. Tell Beit-Ther lies southwest of Jerusalem, near the Arab village of Bittir. It was Shim‘on, son of Kosiba’s last stronghold during the revolt, and was taken by the Romans in 135 CE. In the summer of 1984 a test dig of the site was conducted by a team surveying Judea and Samaria, with the participation of the Institute of Archaeology, Tel Aviv University, and the Israel Exploration Society led by David Ussishkin (1993). A small settlement of one to two thousand people during the Roman period, Beit-Ther’s history goes back to the period of the First Temple. Its choice by Shim‘on as a base reflected its location near Jerusalem on the road from Jerusalem to Gaza, the presence of an abundant spring providing water, and its position at the top of a hill surrounded by deep valleys on three sides. The Romans were encamped to the south and constructed a dike around the site, which was assaulted without recourse to a siege ramp. Capture was quick, even before the defenders were able to use all of the catapult stones they had amassed.

P.Yadin 44, 45, and 46: THREE HEBREW LEGAL PAPYRI

**P.YADIN 45: PHYSICAL DESCRIPTION**

Number of Document: P.Yadin 45.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Simple deed.

The Group of documents to which it belongs: 'Eli'ezer, son of Shemu'el's archive.

Condition at time of discovery: Folded; packed together with four more documents.

Maximal Measurements: 22.3 x 5.5 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: Minor damage at the lower folds.

Joins: No join is visible.

Direction of Folds: From top to bottom (against the direction of the fibers on the verso!)

Height of smallest fold: Ca. 1 cm.

Height of largest fold: Ca. 1.5 cm.

Number of lines (including signatures): 34.

Main text: 30.

Signatures: 4.

Height of text: Total: 21 cm.

Main text: 18.2 (including the ascenders of *lamed*).

Maximal Width of text: 4.2 cm.

Maximal Measurements of Margins:

Upper margin: almost no margin left (0.6 cm, including the ascenders of *lamed*).

Lower margin (including the descender of final *nun*): 1.7 cm

Right margin: 0.5–0.8 cm.

Place and Direction of Signatures: Recto; parallel to the main text.

Special notes concerning the signatures: Four signatures altogether, all in the "Jewish" script. 'El'azar, son of 'El'azar, in whose name the deed is written, signs for himself in an unskilled handwriting. The first of the three witnesses is Mesabalah, son of Shim'on, one of Shim'on, son of Kosiba's administrators whose signature appears also in P.Yadin 44 where he signed for one of the parties. The second witness, Yehudah, son of Yehoseph, also signed P.Yadin 44, as a witness, while the third witness, *Sapphon*, son of Shim'on, signed for one of the parties in P.Yadin 44. Yehudah's signature is written over two letters (*mem* and *samekh*) which are the beginning of the name Mesabalah, who had already signed before. This is a scribal error that is hard to explain.

Scribe: Yehoseph, son of Shim'on (see P.Yadin 44 and 46).

Description of Script: (See P.Yadin 44).





HEBREW LEGAL PAPYRI

P.YADIN 45: TEXT

- |    |                              |
|----|------------------------------|
| 1  | בשנים לכסלו שנת שלוש         |
| 2  | לשמעון בן כוסבא נשיא         |
| 3  | ישראל בעין גדי אלעזר         |
| 4  | בן אלעזר בן חיטא מן עין      |
| 5  | גדי אמר לאליעזר בן שמואל     |
| 6  | משם מודא אני לך היום         |
| 7  | שהחכתי ושהחכרנו לך תגנה שלנו |
| 8  | תעפר הלבן שברשות             |
| 9  | החכור שותופתי עמך            |
| 10 | מן החכור שחכרנו אני          |
| 11 | ואתה מן יהונתן בן מחנים      |
| 12 | פרנסו של שמעון בן x          |
| 13 | כוסבא נשיא ישראל הלז         |
| 14 | אחכרתי ואחכרתו לך מן הדרך    |
| 15 | שעלה לנגד ולדרום             |
| 16 | שתהיה זורע וכנס לנפשך        |
| 17 | כל מה פירות והבאיה           |
| 18 | שיהיה שבמוקם הלז             |
| 19 | עד זמן שישלם זמן             |
| 20 | הגנות של עין גדי x           |
| 21 | הגנות של הירק x              |
| 22 | לעומת הלז אחכרתי לך          |
| 23 | בכסף וזוין שנים עשר          |
| 24 | סלעים שלוש תללו תתן          |
| 25 | לי ותטול המני קשר            |
| 26 | אילא יתקבל לך ועלי x         |
| 27 | לשפות לפניך מן כל חרר        |
| 28 | ותגר ואדם תבע עד x           |
| 29 | סוף הזמן הלז וקים עלי        |
| 30 | לעומת ככה                    |
| 31 | אלעזר בר אלעזר על נפ         |
|    | ש[ה]                         |
| 32 | משבלה בן שמעון עד            |
|    | מש                           |
| 33 | יהודה בן יהוסף עד            |
| 34 | ספון בן שמעון עד             |

**P.YADIN 45: TRANSLATION**

1 On the second of Kislev, year three  
2 of Shim'on, son of Kosiba', Premier of  
3 Israel, in 'Ein Gedi: 'El'azar,  
4 son of 'El'azar, son of Ḥayyaṭa', from 'Ein  
5 Gedi, stated to 'Eli'ezer, son of Shemu'el,  
6 from there: I acknowledge to you this day  
7 that I (**or**: we) have leased to you the garden (plot) of ours,  
8 the cropland that is within the jurisdictional limits  
9 of the leased (parcel) I hold in partnership with you;  
10 (part) of the leased (parcel) that we leased, I  
11 and you, from Yehonathan, son of Maḥanaim,  
12 the administrator of Shim'on, son  
13 of Kosiba', Premier of Israel. This  
14 I have (now) leased to you, (extending) from the road  
15 that ascends *en face*, and to the south.  
16 That you may sow and gather in for your own (use)  
17 whatever fruits and crops  
18 that will be (= come into existence) in that site,  
19-20 until such time as the season of the garden (plot)s of 'Ein Gedi will reach its end;  
21 (and of) the vegetable garden (plot)s.  
22 In view of this, I have leased (this area) to you  
23 for silver, (in the sum of) twelve zuz, (equivalent to)  
24 three sela's. These (amounts) you shall remit  
25 to me, and take from me a "tie."  
26 If not—(another) may be in receipt for you. And it is incumbent upon me (**or**: If it will not be received by  
27 you, then it is incumbent upon me)  
28 to silence all (objections) before you (**or**: to provide clearance before you), against any grievance,  
29 or contest, or claimant, until  
30 the end of this season. I am (legally) bound  
31 on this account.  
32 'El'azar, son of 'El'azar, on his own behalf.  
33 Mesabalah, son of Shim'on, witness.  
34 Yehudah, son of Yehoseph, witness.  
35 Sapphon, son of Shim'on, witness.

**P.YADIN 45: EPIGRAPHIC NOTES**

The text of this document is beautifully preserved and its elegant “square” script leaves almost no uncertain readings.

**Line 7:** The two possible readings are: שהחכתי or: שהחכרנו. Either the scribe left out the letter *resh* and wrote שהחכתי instead of: שהחכרתי “that I have leased,” or he wrote: שהחכרנו “that we have leased.” The singular is preferable; hence, correct to read: שהחכרתי.

**P.YADIN 45: COMMENTARY****Date, Venue, and Names of the Parties (Lines 1–6)**

The formulation of the introductory data has been discussed in the INTRODUCTION to P.Yadin 44–46, and in the COMMENTARY on P.Yadin 44:1–6.

**Line 6:** Adverbial משם “from there” avoids having to repeat the place of origin, or residence. Cf. P.Yadin 5 frag. a, col. 1, line 7 (Lewis 1989:37): αὐτόθεν “from the same place.”

**ὁμολογία of ʿElʿazar, son of ʿElʿazar to ʿEliʿezer, son of Shemuʿel (Lines 6–15)**

**Line 6:** A large part of P.Yadin 45 is taken up by the declaration of ʿElʿazar to ʿEliʿezer, and is formulated accordingly. For the Hebrew construction מודא אני “I declare, acknowledge,” cf. use of the Greek verb ὁμολογέω in the Greek papyri from Naḥal Ḥever (see Lewis 1989:159 Index of Greek Words, s.v. ὁμολογέω; Cotton 1997a:372 Index, s.v. ὁμολογέω) and in the Greek papyri from Wadi Murabbaʿat (Mur 114:9; 115:4–5). Also note such Aramaic forms as איתודי “he acknowledged” in Mur 18:2, and מודינא “I acknowledge” in the Aramaic and Nabatean documents (P.Yadin 4:14; 42:3, and see also Yardeni 2000c:B:46 Concordance, s.v. ודי). The relevant verb is normally followed by the indirect object, introduced by prepositional *lamed*, but there are alternative formulations as well. In Rabbinic literature we encounter the Greek term אומולגין, אומולגיא (Levy 1:40), and this type of declaration is discussed at length by Gulak (1935:12–20). Such declarations represent, therefore, a major genre of legal expression. What is more, Greek ὁμολογέω, nominal ὁμολογία, and forms of Hebrew *w-d-h*, Aramaic *w-d-y*, share an entire range of connotations in common, ranging from “agreement” to “admission, concession”; hence the translation adopted here for the Hebrew participle מודא “acknowledge” (Liddell and Scott 1051, s.v. ὁμολογία). The “acknowledgment” takes the form of a declaration, but the essential meaning relates to the force of the declaration, namely, the assent or agreement to specified terms and obligations. In light of the evidence from the Judean Desert, it would be well to re-examine usage of Hebrew מודה and related forms in the Mishnah and other Talmudic texts. Thus, Halivni (1999:33\*) has the following to say about the statement in *m. B. Mešīʿa* 1:2, in a case where two persons both claim full entitlement to a found object:

Therefore, it appears reasonable to us to interpret בומן שהם מודים here not in the sense of admission, as

if they are conceding that they had made a false claim earlier, when one said, “It is entirely mine,” and the other said, “It is entirely mine,” and are admitting that (in fact) they both found it, but rather that they both hold to their initial claims, but *agree* (and that is the meaning of מוּדִים here) to forego the oath, with each taking a half of it without an oath.

**Line 7:** Note use of Hiph<sup>ʿ</sup>il of the verb *ḥ-k-r*, לָךְ שֶׁחִכַּרְתִּי לְךָ “that I have leased to you” (see the EPIGRAPHIC NOTES). Hebrew/Aramaic גָּנָה (Aramaic determined: גַּנְתָּא) in contrast to גָּן, appears to be a late word in Biblical Hebrew, as evidenced by its restricted occurrences only in Song 6:11 and in Esth 1:5; 7:7–8. It most probably connotes both orchards and vegetable gardens, as in lines 20–21, below.

**Line 8:** Once again, רִשׁוּת indicates “jurisdictional limits,” as explained in the COMMENTARY on P.Yadin 44:8.

**Line 9:** Here, the precise sense of the form חִכּוּר or חִכִּיר is “leased parcel” (for other meanings, see the COMMENTARY on P.Yadin 44:17). Others might render it: “right of lease,” but it would seem that reference is to the parcel of land itself. For Hebrew שׁוֹתְפוּת “partnership,” cf. in the Nabatean papyri, the Aramaic absolute fem. form שׁוֹתְפוּ (P.Yadin 1:28; 2:7; 3:7, 30). Also cf. in an Aramaic deed שׁוֹתְפוּת (XḤev/Se 32+4Q347, line 6) and Talmudic שׁוֹתֵף, שׁוֹתְפוּת “partner, partnership” (Levy 4:619; Sokoloff *DJPA* 543). This terminology harks back to Akkadian *šutāpu*, *šutāpūtu* “partner, partnership” (*CAD* Š 3:397–98), discussed by Kaufman 1974:105, and has a long history in ancient Near Eastern documentary sources.

**Lines 13–15:** Here begins the description of the parcel. Note usage of the determinative הַלִּז “that one; that very same,” which begins the new clause. The ʿAph<sup>ʿ</sup>el of the verb *ḥ-k-r*, which is an Aramaic form, replaces the Hebrew Hiph<sup>ʿ</sup>il encountered above in line 7. This is an instance of Aramaic influence on the contemporary Hebrew morphology. Here begins the description of the boundaries, in somewhat abbreviated form. This convention, by which the boundaries of land parcels are detailed in legal documents, is prominent in the Aramaic common law tradition, appears in the Greek papyri from Naḥal Ḥever, and continues in later Aramaic and Arabic documents. This topic is treated in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: BOUNDARIES AND ABUTTERS. The sense of the Hebrew description: מִן הַדֶּרֶךְ שֶׁעָלָה לְנֶגֶד וּלְדֶרֶם is best understood as: “from the road that runs *en face*, and southward (of it).” This is to say, the road serves as the northern boundary, because that is what the verb ʿ-*l-h* “to ascend” connotes (Levine 1975:48–53). Therefore, the contract applies to the area south of it.

#### The Duties of the Lessee (Lines 16–21)

The lessee was obligated to sow and gather in the fruit and the yield, undoubtedly of vegetables, until the end of the current season for both. A point is made of specifying both

fruit plantations and vegetable gardens in lines 20–21. The Aramaic/Late Hebrew verb *k-n-s* “to gather in” replaces Biblical Hebrew *ʿ-š-p*, and is widely used in Talmudic sources. The force of *לנפשוך* is “for yourself; for your own use, benefit.” The terms of the agreement will presently specify the payment due by the lessee for such produce. The form *הבאיה* “crops, produce” is a conflate Hiphʿil construction. Cf. the *haqtālāh* form *הבאה* in P.Yadin 46:6, where the same formula is repeated (see the GENERAL INTRODUCTION: GRAMMAR: HEBREW.III.a). These forms literally refer to what the earth “brings forth”; hence: “produce.” Cf. Biblical Hebrew *תבואה* (Lev 25:21). One notes the enhanced force of the verb *h-y-h* “to be,” used here in the sense of “to come into existence, to grow.” In line 19, the wording is redundant, with a subtle shift of meaning: *עד זמן שישלם זמן* “Until such *time* as the *season* ... will reach its end.” The sense of “season” for Hebrew/Aramaic *זמן* or *זבן*, a word of uncertain origin, is widely attested in Late Antiquity (Dan 7:12, *et passim*; DNWSI 332, s.v. *zmn*<sub>2</sub>, *ibid.*, 305, s.v. *zbn*<sub>3</sub>; Sokoloff DJPA 171, s.v. #2 *זבן*). Note the metathetic spelling *שבמוקם* in line 18, which is probably a scribal error.

#### Consideration (Lines 22–24)

**Line 22:** The force of *לעומת הלז* and *לעומת ככה* (below, in lines 29–30), is that of equivalence, literally: “as over and against,” “on this account,” “equal to–.” Cf. *m. Ketub.* 5:8: “He provides, as over and against them (*לעומתן*), fruit from another source.” That is to say, the same amount or type, or costing the same. This formula is undoubtedly a Hebrew back-translation of Aramaic: *לקבל דך* “as over against this; in view of this” (Yardeni 2000c:B:88 Concordance, s.v. *לקבל*).

#### Provision for Proof of Payment, “Ties” (Lines 24–26)

The function of the Hebrew term *קשר* “tie” is discussed in APPENDIX B, where the alternating formulae are analyzed.

#### Clearance from Claims (Lines 26–29)

**Line 27:** Here we find the defension clause, a subject incisively discussed by Greenfield (1992a). The one letting out the property pledges to clear it of all claims. The present formulation is distinctive, however. The precise sense of Pi<sup>c</sup>el *לשפות* in the opening of the formula *ועלי לשפות לפניך* “And it is incumbent upon me to silence before you–” requires comment. The verb *š-p-y* has usually been taken as a synonym of the Pi<sup>c</sup>el *m-r-q* “to burnish, cleanse”; hence: “to cleanse, clear” (so Greenfield). In fact, the root *š-p-y* replaces *m-r-q* in such formulae as “to cleanse and to validate” (XHev/Se 50+Mur 26, lines 15, 19 [Yardeni 1997:127], which parallels *למשפיה ולמקימה* occurring in XHev/Se 9:8). Hence: *לשפות* “to cleanse, clear.” It seems, however, that there are at least two roots to be considered: (a) *š-p-y* Qal: “to be silent, peaceful”; Pi<sup>c</sup>el: “to silence,” as well as (b) *š-p-y* “to pour,” as in XHev/Se 7:2: *השפי* (Hebrew definite article + *qaṭṭāl* form *haššappāy*) “the mixer, pourer”; hence: “the wine seller.” In fact, the sense of “cleansing,” which is in any

event uncertain etymologically, would be derived from the sense of “pouring.” The Babylonian Talmud uses the Aramaic Pa<sup>cc</sup>el of the verb *š-p-y* to mean “to rub, burnish”; hence: “cleanse” (Greenfield 1992b:18–20). For the sense of silencing, see *b. B. Meši'a* 15a:

אמר רבא: תדע שכך כותב לו מוכר ללוקח: אנה אוקים אשפי ואדכי ואמריק זביני אילין—אינון ועמליהון ושבחהון ואוקים קדמך. וצבי זבונא דנן וקביל עלוהי

Rabba' said: This is definitely so, for the seller writes as follows to the purchaser: “I shall validate (אוקים), silence (אשפי), cleanse (ואדכי) and clear (ואמריק) these purchases—they and their labor costs and their improvements, and I will substantiate [them] before you (קדמך).” And this purchaser was agreeable and accepted the terms as binding on himself.

Rashi explains אשפי as אשקוט “I shall silence,” as in *על הר נשפה* (Isa 13:2), rendered by the Targum: *על טורא דשליוא* “on a tranquil (= smooth) mountain.” For the syntax with *לפני*, cf. *Mur* 30:24: *הזה למרק לפניך את המכר הזה* “To clear before you this sale.” The ambiguity surrounding the verbal *š-p-y* goes back to Akkadian. Thus, *CAD* lists several entries, including *šapû* C: “to be silent,” D-stem: “to silence, subdue” (*CAD* Š 1:490–91). In summary: The fact that the Pi<sup>cc</sup>el of *š-p-y* replaces the Pi<sup>cc</sup>el of *m-r-q* is suggestive, but not conclusive, since functionally synonymous substitutions are normal in such formulae. Hence, the sense of “silencing,” namely, silencing objections, should be given a hearing, although the substantive result would not differ either way. Both translations are therefore provided.

**Lines 27–28:** The two terms, *חרר* (*ḥarār*) and *תגר* (*tigār*), are at home in the Aramaic papyri, and both are amply attested in the Aramaic legal tradition. Cf. the same provision in P.Yadin 46:10. The usual formula, in evidence here, is a guarantee to clear all liens and claims that may be entered against the property, or against its new owner on its account after the effective date of the lease. See XHev/Se 9:9 (Yardeni 1997:40, 50 NOTES—note especially the reference to *Mur* 30:25). Greenfield and Sokoloff (1992:92 entry 43), list the form *תגר* as first occurring in Qumran Aramaic. It may be based on the root *g-r-y*, a verb occurring extensively in Elephantine Aramaic in the Qal stem, with the technical sense “to lodge a complaint, grievance” (*DNWSI* 234, s.v. **gry**, and literature cited). It is probably a secondary form, with preformative *taw*. See *Levy* 4:627, s.v. *תגרא*, *תגרא*, and note the idiom: *קרא תגר על* “to lodge a complaint against.” Ultimately, the forensic sense harks back to the notion of hostility, as in Biblical Hebrew, usually expressed in the Pi<sup>cc</sup>el-Hithpa<sup>cc</sup>el progression (*Deut* 2:5, 24).

As for *חרר*, for which the meaning “dispute, contest” can be established from immediate context, uncertainty remains as to its derivation. Most have derived it from *ḥ-r-y*, geminate *ḥ-r-r* “to be heated, to burn” (intransitive). This forensic meaning is not usually expressed by *ḥ-r-r* in Talmudic parlance, however. It is possible, though doubtful, that the form *חרר* is a phonetic variant of *ערר* “claim, contest,” and cf. the reduplicative verbal form *ערער*, “to lodge a complaint” (see Sokoloff *DJPA* 421, s.v. *ערר* n.m. and *ערר* vb., and *Levy* 3:706–7).

#### HEBREW LEGAL PAPYRI

Hebrew אדם תבע (read: *tōbēʿa*, participle) “claimant,” expresses the Hebrew/Aramaic verb *t-b-ʿ* “to demand, claim” (Levy 4:625, s.v. תבע, and related forms). One assumes a derivation from the verb *b-ʿ-y* “to seek, demand” in a secondary form with preformative *taw*. Cf. התובע “the claimant” in *m. Šeb.* 4:12, and related forms in *m. B. Mešīʿa* 2:5.

#### Validity Clause (Lines 29–30)

See the COMMENTARY on P.Yadin 44:26.

#### Signatures of the Declaring Party and the Witnesses (Lines 31–34)

See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES. Once again, there is the impression that regular, or even official persons served as signatories reflecting the interest of the authorities in the transaction.

P.Yadin 44, 45, and 46: THREE HEBREW LEGAL PAPYRI

**P.YADIN 46: PHYSICAL DESCRIPTION**

Number of Document: P.Yadin 46.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Simple deed.

The Group of documents to which it belongs: ʔEliʕezer, son of Shemuʔel's archive.

Condition at time of discovery: Folded; packed together with four more documents.

Maximal Measurements: 17.5 x 16.2 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: Minor damage at the folds.

Joins: Ca. 0.5 from the left edge on the recto.

Direction of Folds: Sidewise, from left to right (the last fold on the right seems to have been folded inside), and in half.

Height of left fold: Ca. 3.2 cm.

Height of largest fold: Ca. 3.5 cm.

Number of lines (including signatures): 15

    Main text: 12 1/2.

    Signatures: 3 1/2.

Height of text: Total (including the ascender of *lamed* and the descenders): 13.5 cm.

    Main text (including the ascender of *lamed* and the descenders): 9 cm.

Maximal Width of text:

    Main text: 13.8 cm.

Maximal Measurements of Margins:

    Upper margin: Almost no margin left (ca. 0.6 cm, including the ascender of *lamed*).

    Lower margin: (including the down-stroke of *daleth* from line 13): Ca. 6 cm.

    Right margin: 1–1.5 cm.

Place and Direction of Signatures: Recto; parallel to the main text.

Special notes concerning the signatures: The first signature belongs to the lessee Yeshuaʕ, son of Shimʕon, who signed for himself, continuing the last line of the body of the deed. The three remaining signatures belong to witnesses who signed in Hebrew. The first, whose first name ends with *nun*, is a son of a certain Shimʕon; he ended the word נָע with a huge cursive *daleth*, running way down below the last signature. The second signature, in an unskilled hand, is that of a certain Paʕron (Latin name), son of Yehoseph, while the third one, also in an unskilled hand, is that of Yehoseph, son of ʔElʕazar, who wrote the word נָע with a *yod* indicating a pronunciation with a vowel ranging from /e/ to /i/.

Scribe: Yehoseph, son of Shimʕon (see P.Yadin 44 and 45).

Description of Script: See P.Yadin 44.

HEBREW LEGAL PAPYRI

P.YADIN 46: TEXT

1 בשנים לכסלו שנת שלוש לשמעון בן כוסבא נשיא ישראל בעין גדי ישוע קב"ש]ש  
 2 בן שמעון מן עין גדי אמר לאלעזר בן אלעזר בן ח'טא ולאליעזר בן שמואל שניהם  
 3 משם מודא אני לכם היום שחכרתי מכם תמקום שנקרה הסלם ותמקום שנקרה  
 4 הב"ר תללו חכרתי מכם תדקלים ותשאר האילן שבהם ותעפר הלבן ותדקל  
 5 ה'טוב ותחצד שבכפר תכל שהחזיק חנניה בן ח'טא מלפני מזה שאזרע x  
 6 תעפר הלבן ואגה תדקלים כנומוס ואכנוס לנפשי כל המה פירות והבאה  
 7 שיהיה שבמקום הלז עד זמן שישלם זמן הפירות של עין גדי של הירק  
 8 ושל האילן היך נומוס לעומת ככה אחכרתום לי בכסף זווין מאה וששים  
 9 שהם סלעים ארבעין תללו אשקול לכם ואטול מכם קשרים אילא יתקבל לי  
 10 ועליכם לשפות לפני מן חרר ותגר עד ס[וף] ה'זמן הלז ועליך אתה אלעזר x  
 11 לקרב לי מן החכור הלז [ולשקול]ל] כסף [דינרין] עשרה שהם סלעים שתיים ושקל  
 12 חד וקים עלי לעמ'ת ככה ישוע [בר]שמעון ענפשה  
 13 [ ] [בן] שמעון עד  
 14 פטרו'ן בן [י]הוסף עד  
 15 יהוסף בר אלעזר עיד

P.YADIN 46: TRANSLATION

- 1 On the second of Kislev, year three of Shim'on, son of Kosiba<sup>2</sup>, Premier of Israel, in 'Ein Gedi: Yeshua<sup>c</sup>  
 QBY[š],  
 2 son of Shim'on, from 'Ein Gedi, stated to 'El'azar, son of 'El'azar, son of Ḥayyaṭa<sup>2</sup>, and to 'Eli'ezer, son of  
 Shemu'el, both of them  
 3 from there: I acknowledge to you this day that I have leased from you (both) the site that is called the  
 Sullam and the site that is called  
 4 the *Bor*. Those have I leased from you (including) the date palms and the rest of the trees within them, as  
 well as the cropland and the date palms  
 5 of first quality, and the harvest (**or**: the *ḥsd*-date crop) that is in the village; all that Ḥananiah, son of  
 Ḥayyaṭa<sup>2</sup> held prior to this. I (undertake to) sow  
 6 the cropland, and I will pick (**or**: prune) the date palms as is customary. And I shall gather in for my use  
 all of those fruits and the crop  
 7 that will come into existence in that site, until such time as the fruit season at 'Ein Gedi will reach its end,  
 both of vegetables  
 8 and of trees, as is customary. On this account, you have leased them to me for silver (in the sum of) one  
 hundred sixty zuz,  
 9 which are (equivalent to) forty sela's. Those I shall count out to you (both), and I will take from you 'ties.'  
 If not, (another) may be in receipt for me.  
 10 And it is incumbent upon you (**or**: <sup>[9]</sup>If it will not be received by me, <sup>[10]</sup>then it is incumbent upon you), to  
 silence (all objections) before me (**or**: to provide clearance before me), against any grievance or contest,  
 until the e[nd] of that season. And it is incumbent upon you, you, 'El'azar,  
 11 to deliver to me from (the amount of) that lease[ and to weigh o]ut [silver], ten denarii, which are  
 (equivalent to) two sela's plus <sup>[12]</sup>one <sup>[11]</sup>shekel.  
 12 I am legally bound on this account. Yeshua<sup>c</sup>, [son of] Shim'on, on his own behalf.  
 13 [...]*n* so[n of] Shim'on, witness.  
 14 Paṭron, son of [Ye]hoseph, witness. 15 Yehoseph, son of 'El'azar, witness.

P.Yadin 44, 45, and 46: THREE HEBREW LEGAL PAPYRI

NH 46

<16.2 cm>

recto

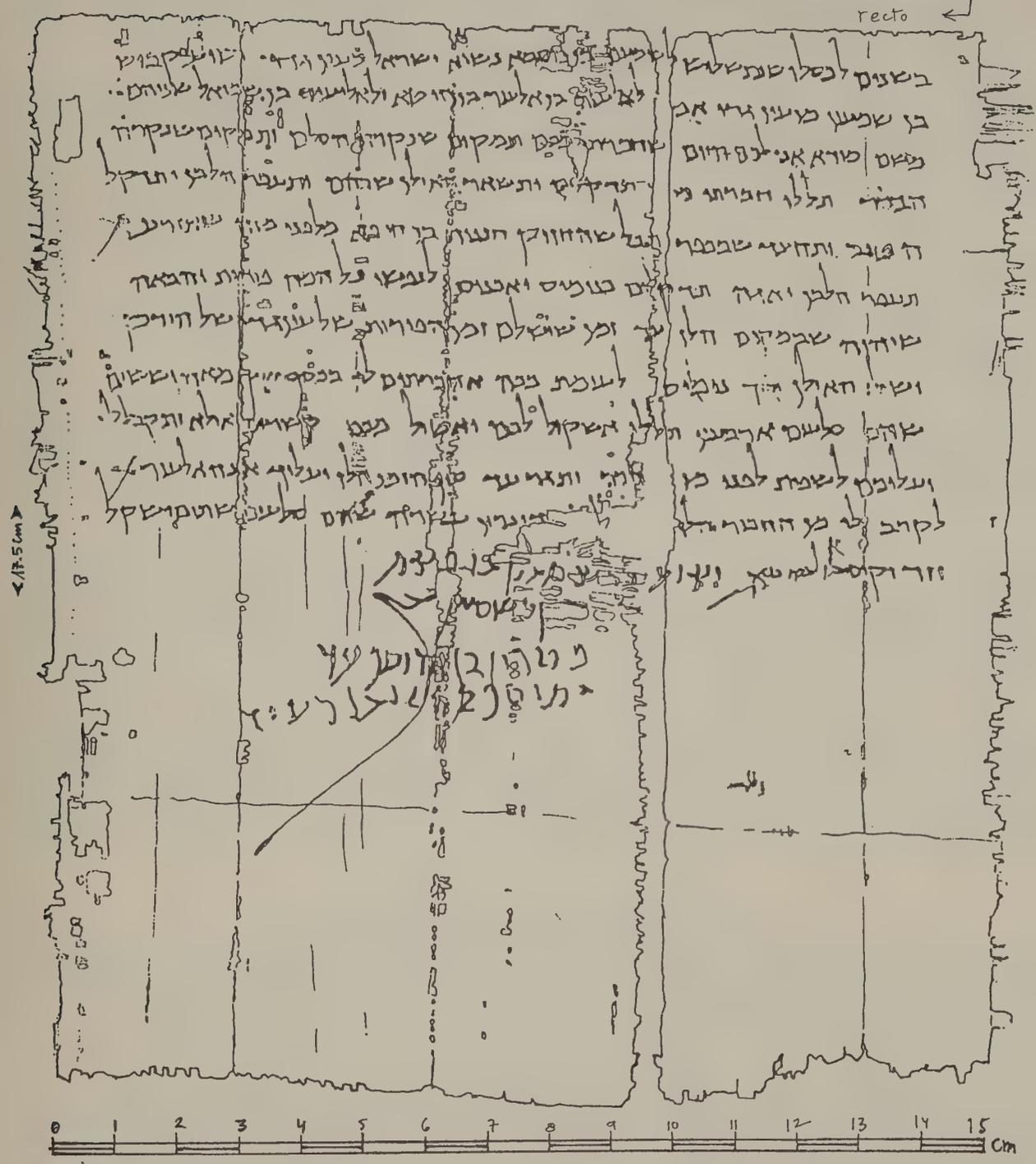


Fig. 3. P. Yadin (5/6 Hev) 46: Recto

**P.YADIN 46: EPIGRAPHIC NOTES**

Like P.Yadin 44 and 45, this document is beautifully preserved, and its elegant “square” script leaves very little to be restored.

**Line 1:** The restoration [ש]קבִי is conjectural. This name recurs several times in Naḥal Ḥever and elsewhere in diverse forms (see INDEX OF PERSONAL NAMES). It is assumed to be a handle, or epithet, whose etymology remains uncertain.

**Line 4:** The first word consists of four letters, the third of which was cancelled by the original scribe, who placed a dot above it. Therefore, it has to be read: הבר. We have provisionally translated this word as “the Bor,” namely, “the cistern, excavation” (see the COMMENTARY).

**Line 5:** The final letter in the second word is definitely *daleth*, thus excluding the reading with *resh*: ותחצר “and the courtyard” and compelling us to read: ותחצד “and the harvest” (or: “the ḥṣd-date crop”; see the COMMENTARY).

**Line 6:** The third word in this line apparently ends with *he'* rather than with two consecutive *zayins*, which may look very similar when written close together. Hence, we read the rare verb: ואגה “and I will remove, extract, pick,” rather than ואגוז “and I will shear, trim” (see the COMMENTARY).

**Line 11:** The restoration: [ולשק]ל[ן כסף] “[and to weigh o]ut[ silver]” is conjectural. Only the top of the *lamed* actually survived above the tear. An alternative restoration, which would fit into the gap, may possibly be: [ול(י)תן]ל[ני כסף] “[and to pay ]m[e silver].” The infinitive ול(י)תן could be spelled either defectively or *plene*.

**P.YADIN 46: COMMENTARY****Date, Venue, and Names of the Parties (Lines 1–3)**

The interrelationship of the parties to P.Yadin 46 with those of P.Yadin 44 and P.Yadin 45 has already been discussed. The newcomer is Yeshua<sup>c</sup> QBY[Š?], son of Shim<sup>c</sup>on.

**ὁμολογία of Yeshua<sup>c</sup> QBY[Š] and Identification of the Parcels (Lines 3–5)**

**Line 4:** See the EPIGRAPHIC NOTES where it is suggested that we read the first word in line 4 as הבר (vocalized either as *bir*, or as Hebrew *bōr*) “cistern.” This term would be an expected replacement for החפיר “the ditch, excavation,” in P.Yadin 44:9, 11. The verb for excavating a cistern is *ḥ-p-r*, in *m. B. Qam. 5:5*: שיח ומערה בור אחד החופר בור שיח ומערה “One who excavates a cistern, ditch or cave.”

The form תללו reflects the prefixing and contraction of the accusative particle to the plural demonstrative pronoun: ת-ה-ללו → תללו (see the GENERAL INTRODUCTION: GRAMMAR:

HEBREW.III.e). Hebrew דקל הַטוֹב “palm trees of first quality,” replicates Aramaic דקל טב (*b. Abod. Zar.* 13a). It was customary to indicate grades of quality in certain commodities. Cf. in Biblical Hebrew usage שמן הטוב “oil of first quality” (2 Kgs 20:13; Isa 39:2; Ps 133:2), and כִּיֶּן הטוב “like wine of first quality” (Song 7:10), and הכתם הטוב “gold of first quality” (Lam 4:1, and cf. 1 Sam 8:14). This harks back to Akkadian and Sumerian diction, also notable in early West Semitic, as in Ugaritic, where we find such constructions as *yn ṭb* “wine of first quality” and *tql ksp ṭb* “a shekel of first quality silver.” Cf. in the same vein, among the Naḥal Hever texts: שפירא ... ג[נ]ת תמריא “the palm-grove ... of good quality” (P.Yadin 7:5).

**Line 5:** The word חצר allows for two interpretations, as indicated in the TRANSLATION. (1) “harvest,” (n.m.) from the root *ḥ-ṣ-d* “to reap, harvest,” whose closest Akkadian cognate is *eṣēdu* “harvest” (*CAD E* 338, s.v. *eṣēdu* [Ass. *eṣādu*], meaning 2). Nominal and verbal forms of this root are frequent in most dialects of Aramaic (Sokoloff *DJPA* 212–13, s.v. חצר “harvest” [Jewish Palestinian Aramaic]; Levy 2:98 [Jewish Babylonian Aramaic]; *LexSyriac* 251 [Syriac]). (2) “date crop” a variant spelling of חצב “a kind of date,” listed in *m. Abod. Zar.* 1:5: אף דקל טב וחצב ונקליבס אסור למכור לגוים “even dates of good quality, *ḥaṣab*, and *naqlibas*, it is forbidden to sell to gentiles.” Levy (2:97, s.v. חצב) cites a possible Arabic cognate, *qasbun*, and notes attestations in *b. Abod. Zar.* 13b, 14b. He also mentions that in manuscripts of the Palestinian Talmud we find the variant spelling with *daleth*: חצד. The latter interpretation would be attractive because in both P.Yadin 46 and the Mishnah this word occurs in conjunction with dates/date palms. Also cf. XHev/Se 64:8 Γανναθ Ασαδαια, possibly a transcription of גנת חצדיא. The former interpretation has the virtue of being based on a well-attested root in Aramaic and involves no reliance on manuscript variants. In either case, the document is stating that the lease included additional property in the village, of which there has been no previous mention.

### The Duties of the Lessee (Lines 5–8)

**Line 6:** The lessee will sow the cropland, pick the date palm trees, and will gather in all produce as his own for the current season. The lease provides for a cash payment on the part of the lessee, to be specified presently, in lines 8–9. Rejecting the reading וְאֶגְזוּ “and I will shear, trim” (see the EPIGRAPHIC NOTES), the preferred reading is: וְאֶגְהַה, translated “and I will pick (= remove the fruit).” The form אגה (taken as the Hiph‘il, 1cs. imperfect) could be derived from several first- and third-weak verbal roots, all probably related to each other, including *y-g-h* and *h-g-h*. Most dictionaries cite 2 Sam 20:13: כאשר הגה מן המסלה “when he (= Amasah) had been removed from the road” under *y-g-h* II (BDB 387; *DCH* 4:79; *HALAT* 369). The form הגה represents the Hoph‘al (= *hōgāh*), reflecting the sense of the Hiph‘il: “to remove”; hence: “had been removed” (cf. just above in 2 Sam 20:12: ויסב את עמשא מן המסלה “then he removed Amasah from the road”). They also list a verb *h-g-h* II “to extract, remove” as in Prov 25:4: הגו סיגים מכסף “purge dregs from silver” (BDB 212; *DCH* 2:488;

## HEBREW LEGAL PAPYRI

*HALAT* 228). The form *הגו* would represent the infinitive absolute of the simple stem. Here the expected meaning is “to pick,” namely, to cut off the date clusters when the dates have ripened, which would be the required activity, paralleling the other duties undertaken by the lessee. Conceivably, reference is to pruning of the date palms.

Hebrew *כנומוס* and, in line 8, *היך נומוס* “as is the custom” express Greek *νόμος* “custom, law,” a term occurring frequently in the Greek documents from Naḥal Ḥever, often with further specification (cf. Hebrew/Aramaic *נימוס* [Levy 3:387–88, s.v. *נימוס* and related forms; Sokoloff *DJPA* 349]; and see Lewis 1989:158 Index of Greek Words, s.v. *νόμος*, and note the spelling *כנמוש* in the Aramaic subscription to P.Yadin 17 [Yadin and Greenfield 1989:141]). It parallels Hebrew/Aramaic *כדין*, *כדת*, etc. and Nabatean-Aramaic *כחליקת* “as is natural, customary” (see the COMMENTARY on P.Yadin 2:13).

In the provisions of the lease we again encounter some unusual forms and terminology (cf. P.Yadin 45:15–21. Further on in line 6, we have a variation of the idiom *כל מה* “whatever,” already encountered in P.Yadin 45:17, namely *כל המה*, literally, “the whatever” (apparently translating Aramaic *כל מנדעם*).

### Consideration (Lines 8–9)

The formulation is essentially the same as in P.Yadin 45:22–24.

### Provision for Proof of Payment, “Ties” (Line 9)

The formulation in the first person mirrors the second person formulation of P.Yadin 45 discussed in APPENDIX B.

### The Defense Clause (Line 10)

This is the same as in P.Yadin 45:26–29, except that address is in the second person.

### Provision for a Differential Payment by ʿElʿazar (Lines 10–12)

**Line 11:** The basis for this differential payment is discussed in the INTRODUCTION to P.Yadin 44–46. The unusual usage *לי לקרב* “to deliver to me” requires comment, although the meaning is fairly clear. Perhaps cf. the Akkadian verb *qurrubu* (D-Stem from *qerēbu* “to be near”); hence: “to deliver to” as gift or tribute (*CAD Q* 237, s.v. meaning 10, 6', and 6' b) “to bring, to present, deliver gifts, tribute.” Also note in P.Yadin 36:23 (Nabatean-Aramaic): *ואקרב מה די לך עמי מן פרעון חקק* “and I will deliver to you what is yours with me (= what I owe you) from the payment, (as) legally (required)” (Yardeni 2000c:A:265–66).

### Signatures (Lines 12–15)

See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES.

# ARAMAIC LEGAL PAPYRI



## P.Yadin 7 (= 5/6Hev 7): A DEED OF GIFT

Plates 29–30

24 Tammuz, Year 15 of Provincia Arabia; Year 2 of Hadrian

**PUBLICATION:** Yigael Yadin, Jonas C. Greenfield, and Ada Yardeni “A Deed of Gift in Aramaic Found in Nahal Hever: Papyrus Yadin 7” (Hebrew). Pages 383–403 in *Yosef Aviram Volume*. *ErIsr* 25. Edited by David Ussishkin et al. Jerusalem: Israel Exploration Society, 1996. Yardeni 2000c:A:93–102.

### INTRODUCTION

P.Yadin 7 is a deed of gift written on 13 July 120 CE. Through this deed, Shim'on, son of Menahem, none other than Babatha's father, granted his wife, Miryam, daughter of Yoseph, son of Menasheh, all of his property in Maḥoza' and any further property he may acquire during his lifetime, on condition that actual ownership of same be transferred to her only after his death. The length and extent of P.Yadin 7 and the prominence of its parties, as well as its excellent state of preservation, make it a document of exceptional interest and scholarly value.

Legal instruments such as P.Yadin 7 have a long history in the ancient Near East and the classical world, and their features have been discussed extensively (Yaron 1992:29–45; Cotton and Greenfield 1994:211–24; Cotton 1995:183–203). In essence, they were intended to circumvent the normal inheritance process, which had to await the death of the testator and which was bound by specific priorities. This document resembles what we today call a “living trust.” Very often, as in the present case, the advantage to the testator was to assure that the beneficiary would care for him during the remainder of his life, and a provision to this effect was written into the document. The advantage to the beneficiary was to be guaranteed eventual ownership of the specified property, or wealth, without having to share it with, or lose it to the heirs under existing laws and priorities of inheritance. It also enabled a father to provide for the welfare of his daughter after his death, should she be widowed and in need of a place to live. The major sections of the document will be outlined in the COMMENTARY.

This document, which is almost completely preserved, is singular among those written in the Jewish, cursive script. In composition and format, and in scribal tradition, it resembles the documents in Nabatean script that were discovered together with it at Nahal Hever. The affinity to the Nabatean documents is evident as well in the visual appearance of the document and in aspects of language. Several terms occurring in this Jewish Aramaic deed are best explicable as Arabic, a fact which illustrates, in the first instance, the penetration of Arabic diction into Aramaic documents executed by Jews. Whereas this process was more to be expected in Nabatean-Aramaic documents, produced by Arabic speakers, the presence of Arabic terms in a document written in the Jewish script is striking and reflects the influence of Nabatean scribal practice on contemporary Jewish legal writing in the Nabatean region.

## ARAMAIC LEGAL PAPYRI

The scribe who prepared P.Yadin 7 was trained in the Nabatean scribal tradition.

From the description of the properties included in the transaction there emerges a picture of wealthy Jews living peacefully among Nabateans within the boundaries of Provincia Arabia. This was some twelve years before the outbreak of the Bar-Kokhba rebellion, which compelled them to flee to caves in the Judean Desert, where they met their end.

This edition of P.Yadin 7 is based on the Hebrew edition and commentary published in *Eretz-Israel* 25 by J.C. Greenfield and A. Yardeni, which has been followed quite closely. Accommodations were made to the requirements of presentation in English and to the particular format and arrangement of materials in the present volume. References and other information have been updated, and some further comment has been offered. Certain interpretations of the Aramaic text presented in the Hebrew edition have been reconsidered in the interest of scholarship.

Although the two versions of P.Yadin 7 are identical for the most part, the UPPER VERSION differs in several places from the LOWER VERSION. Thus, for example, the passage regarding the duty of the woman in question to be of service to her husband during his lifetime appears, in the UPPER VERSION, near the end of the document (lines 28–29), whereas in the LOWER VERSION the same passage appears earlier on (lines 61–63). The positioning of this provision near the conclusion of the deed makes better sense in terms of legal exposition, indicating that the UPPER VERSION is formulated in a clearer manner, and that it was written after the LOWER VERSION. Since the COMMENTARY on the UPPER VERSION will take note of significant variants, comment on the LOWER VERSION will be restricted to the few words and formulae that are unanticipated in the UPPER VERSION and therefore require explanation.

P.Yadin 7: A DEED OF GIFT

**PHYSICAL DESCRIPTION**

Number of Document: P.Yadin 7.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Double deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded, tied and covered separately. Packed together in a bundle with thirty-four other documents.

Maximal Measurements: 44.3 x 15.5 cm.

Direction of fibers on Recto: Perpendicular to the text.

Description of Damage: The document suffered only minor damage, especially at the fold near the stitches and at both edges on the right and on the left. The upper text has remained almost intact, except for the last line on the verso and the first lines on the recto, which suffered some damage. The first lines of the lower text as well as the bottom lines were largely torn away. In addition there are a few small tears at the folds throughout the lower text.

Joins: 12.4 cm and ca. 27.8 cm from the top on the recto (the height of the second sheet is ca. 15.3 cm and that of the third sheet, at the bottom, ca. 16.5 cm).

Direction of Folds: From top to bottom.

Height of smallest (upper) fold: Ca. 2 cm.

Height of largest surviving fold: Ca. 4 cm.

Number of lines (including signatures): 79

Upper text: 29 (verso: 10; recto: 19).

Lower text: 43.

Signatures: 7.

Height of text:

Upper text: Verso: 3 cm; recto: 7.5 cm.

Lower text: 34.5 cm.

Maximal Width of text:

Upper text: Verso: 14.8 cm; recto: 14.9 cm.

Lower text: 14.5 cm.

Height of space between upper and lower texts (including the ascender of *lamed*): Ca. 0.8 cm.

Maximal Measurements of Margins:

Upper margin (Recto): No margin left (on purpose).

Lower margin (Recto): Ca. 2.5 cm (except for long final *kaf*).

Right margin (Recto): Upper text: Ca. 0.5 cm; lower text: Ca. 0.7 cm.

Place and Direction of Signatures: Verso; perpendicular to the text on the recto, starting opposite the beginning of the lower text.

Special notes concerning the signatures: All signatures are in the "Jewish" script. All are missing their beginnings. The uppermost line (line 73) belongs to the person in whose name the deed was written. It is not clear to whom the second signature belongs, but the *daleth* at its end may indicate the word  $\text{ד}[\text{הש}]$  ("witness"). The following four signatures apparently also belong to witnesses, while the last (line 79) may be the scribe's signature, its script resembling that of the document. The last part of the fifth line of signatures (line 77) is also in the scribe's handwriting; however, the preceding word— $\text{דדד}$ —surviving in the same line, is not in the same hand. The number of witnesses thus resembles that in Nabatean deeds from the same find (P.Yadin 1–3).

Scribe: [... son of ]Shim'on (?).

Description of Script: A clear and skilled handwriting, perhaps of a professional scribe, with personal features.

Upper text: A tiny version of the script in the lower text:

Average height of medial *mem*: 0.1–0.2 cm.

Average space between lines: Verso: 0.2–0.15 cm; recto: 0.15–0.25 cm.

Lower text: A standard "Jewish" cursive hand, with an influence of the Nabatean script.

Average height of medial *mem*: 0.25–0.3 cm.

Average space between lines: 0.4–0.5 cm.

ARAMAIC LEGAL PAPYRI

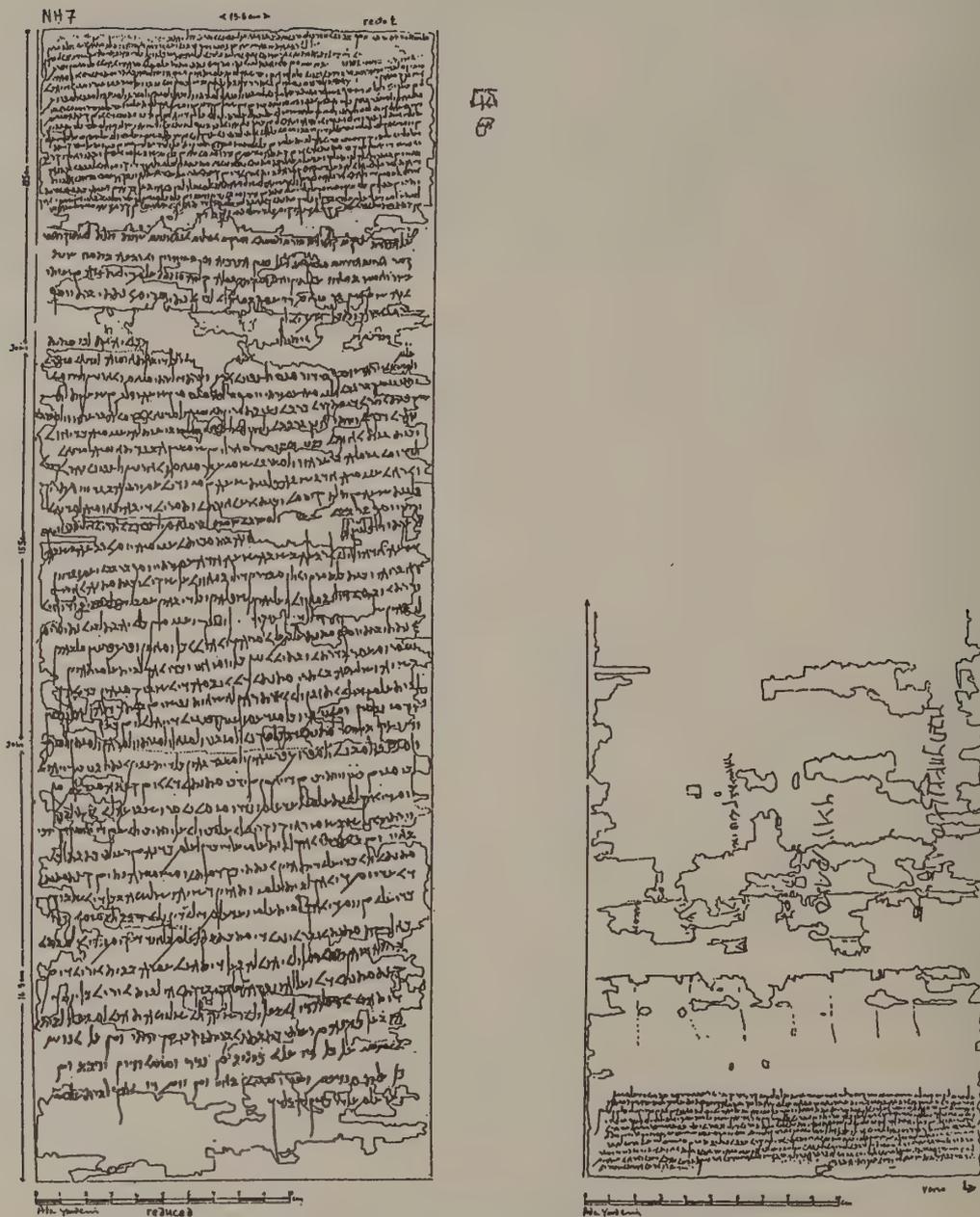


Fig. 4. P. Yadin (5/6 Hev) 7 (reduced): Left: Recto; Right: Verso

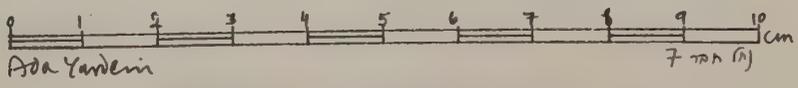
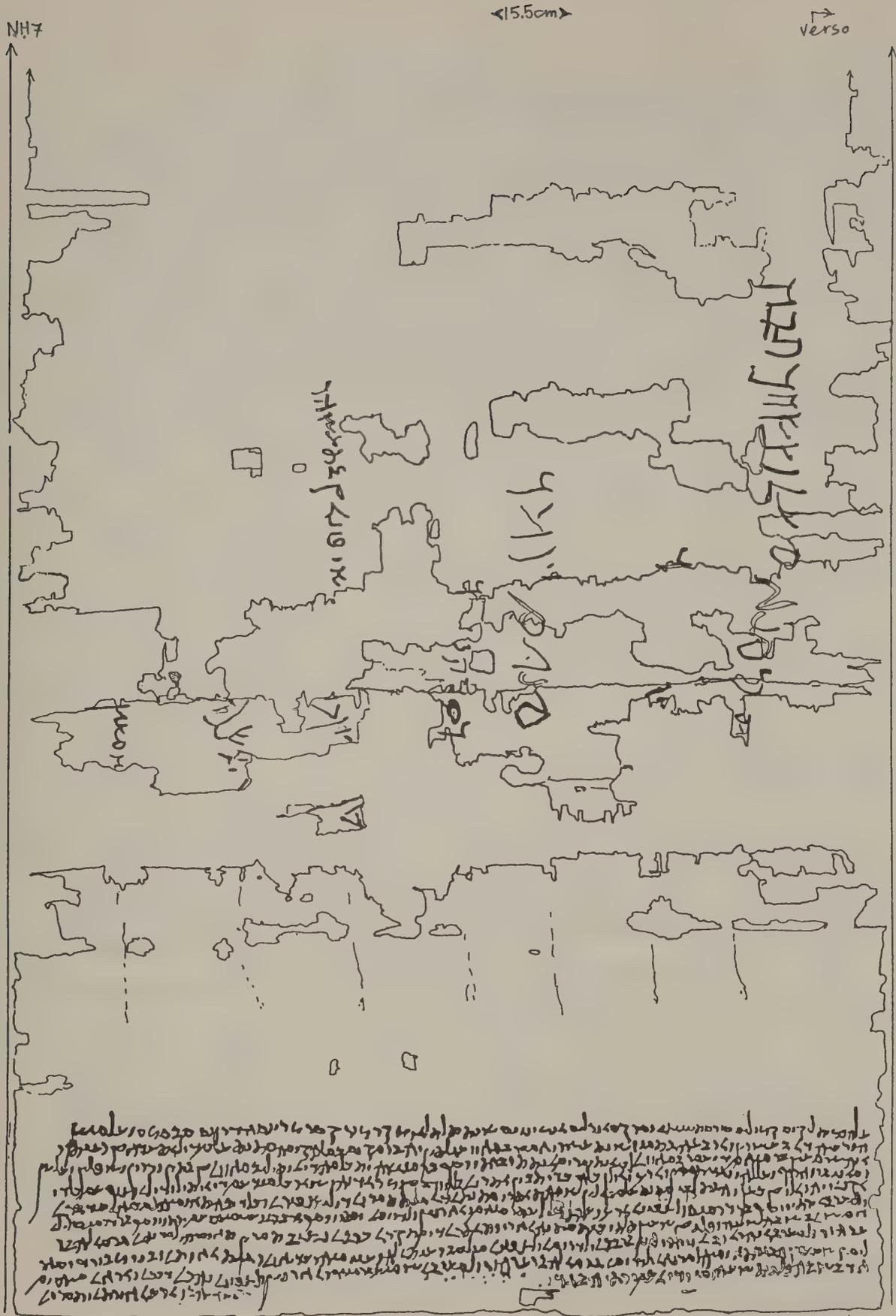


Fig. 5. P. Yadin (5/6 Hev) 7: Verso

Handwritten text in Hebrew script, arranged in approximately 15 horizontal lines. The text is densely packed and appears to be a fragment of a larger document. The script is a cursive form of Hebrew, characteristic of the late Second Temple or early Rabbinic period. The fragment is irregularly shaped, with some lines being shorter than others. On the right side, there are some faint, larger characters that might be part of a larger text or a signature.

12.5 cm

Join

15.5 cm

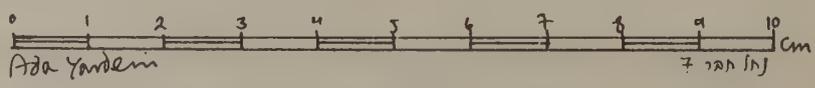


Fig. 6. P. Yadin (5/6 Hev) 7: Recto (top)

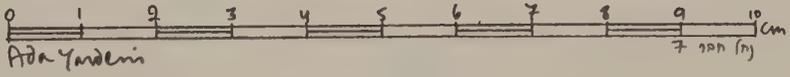
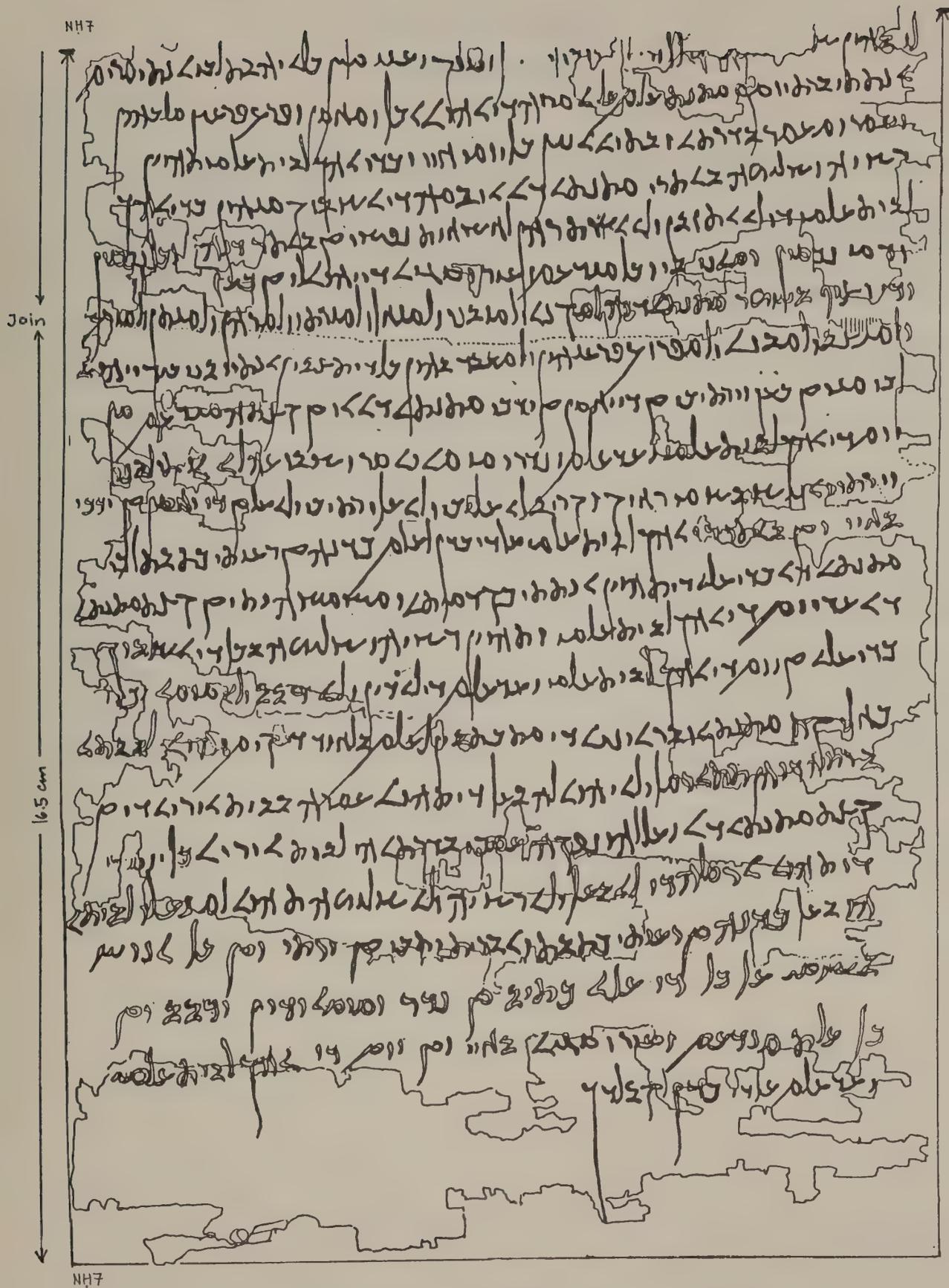


Fig. 7. P. Yadin (5/6 Hev) 7: Recto (bottom)

## ARAMAIC LEGAL PAPYRI

## P.YADIN 7: TEXT

UPPER VERSION

VERSO

- 1 על הפטית ליקים קטולים סורס תנינותא ותנייתא ומרקס אורליס אנטונינס שנת תלת לאוטקרטור קסר  
טרינס הדרינס סבסטס ועל מנין
- 2 הפרכיה דא בעשרין וארבעה בתמוז שנת עשר וחמש במחוז עגלתין יהב ומקים במלה קימה מתנת עלם די  
לא תעדה מן רעותי
- 3 אנה שמעון בר מנחם די עמר במחוזא לכי אנתי מרים אנתתי ברת יוסף בר מנשה ית כל מה די איתי לי  
במחוזא מן בתין ודרין ודרון ושפלין ועליין
- 4 ומאני בי וחרוף ועללהי וגני תמרין וארע ואילן כלה כדי <כ>ת <י> בין אתריא בלחוד בשטרא דנה ושאר כל  
מנדעם די איתי לי די לא וציף עם כל די
- 5 אקנא ויהוא לי מן כען יהבת לכי מתנת עלם ואלין שמהת אתרי מתנתא דא ג[נ]ת תמריא די לי שפירא  
וכל די בה תחומיה למדנחא מדברא
- 6 ולמערבא ירתי יוסף בר דרמנס ולצפונא ארע וערת [ד]י לירתי מנחם ואחרנין ולדרומא ירתי יוסף בר  
בבא וענימוהי עם ירתי יוסף בר דרמנס לילא
- 7 חמשא בשבא שעה ופלג מן שעין תלת וכות מתנא אחרי ית אתרא די מתקרא כרבא נציב תמרין תחומיה  
למדנחא גרמאלה בר
- 8 ערהזו ולמערבא נהרא רבא וירתי [יוחנן] בר בבא לדרומא ולצפונא מנלס בר עותאלה וענימוהי כדי חזה  
וגנתא חדתא די בני טבירוס וסחר
- 9 לי מן [ש]מעון הגד תחומיה למדנחא ולדרומא גרמאלה בר ערהזו ולמערבא שמוע בר מנחם ואחרנין  
ולצפונא נהרא דכרא וארחא <ועני> מיה יום
- 10 [חד בשבה פלגות שעה מן מי ודיא] ע[ם] י[רתי] הגד [ד] ויום תרין פלגות שעה מן תלת קיסמא וכות] ארעא  
חורתא ותמריא

TRANSLATION

UPPER VERSION

VERSO

<sup>1</sup> During the second consulship of Lucius Catilius Severus and (of) Marcus(!) Aurelius Antoninus, year  
<sup>2</sup> three of Emperor Caesar Traianus Hadrianus Augustus, and (according) to the counting of  
<sup>3</sup> this province, on the twenty-fourth of Tammuz, year ten and five (=15), in Maḥoz ‘Eglatain: (I hereby)  
bestow with validity, by a valid statement, a perpetual gift that shall not pass away, of my own free will –  
<sup>4</sup> I, Shim‘on, son of Menaḥem, who resides in Maḥoza<sup>2</sup>, to you; you, Miryam, my wife, daughter of Yoseph,  
son of Menasheh, all that I possess in Maḥoza<sup>2</sup>; (consisting) of houses and courtyards, (both) lower  
(stories) and upper (stories),  
<sup>5</sup> and household utensils, and date palms and their yield, and palmeries, both ground and trees, in entirety, as  
they are inscribed among the sites specifically in this document, and whatever else I (may) possess that is  
not described, together with all that  
<sup>6</sup> I may acquire and (that) will become my possession from this time (forth)—I have given to you as a gift  
forever. And these are the designations of the sites of this gift: The pa[l]m-grove that I possess, of good  
quality, and all that is in it. Its boundaries: to the east: the desert;  
<sup>7</sup> and to the west: the (property of) the heirs of Yoseph, son of Dormenes; and to the north: the craggy land  
belonging to the heirs of Menaḥem, and others; and to the south: (the property of) the heirs of Yoseph,  
son of Baba<sup>2</sup>. And its irrigation periods: together with the heirs of Yoseph, son of Dormenes, at night,  
<sup>8</sup> (on) the fifth (day) of the week, (for) one and one-half (hours) of (the) three hours (allotted). And, as well,  
another gift, the site that is called KRB<sup>2</sup>, (consisting of) a planting of dates. Its boundaries: to the east:  
(the property of) Garm-’Illah, son of  
<sup>9</sup> ‘Arahzu; and to the west: the *large* river (**or**: the river ...), and (the property of) the heirs of [Yoḥana]n,  
son of Baba<sup>2</sup>; to the south and to the north: (the property of) Menelaus, son of ‘Awat-’Illah. And its  
irrigation periods: as is fitting. And (in addition) the new orchard (**or**: garden) that had belonged to the  
sons of Tiberius, and was acquired <sup>[9]</sup>by me <sup>[8]</sup>in trade (**or**: and was turned over <sup>[9]</sup>to me)  
<sup>10</sup> from [Shi]m‘on, the Clothier. Its boundaries: to the east and to the south: (the property of) Garm-’Illah, son  
of ‘Arahzu; and to the west: (the land of) Shammua‘, son of Menaḥem, and others; and to the north: the  
*aforementioned* river (**or**: the ... river) and the road. And the irrigation <periods>: [the <sup>[10]</sup>first <sup>[9]</sup>day]  
[of the week, for one-half hour, from the waters of the wadi], toge[ther with the h]eirs of the Cloth[ier, and  
the second day for one-half hour (out) of three (allotted) shares of water. And as well], the “white” land  
and the date palms

- 11 [תחומ]יה למדנחא י[רתתי יוסף בר]בבא [ב]א[ש]מוע [בר מנחם ולצפונא אתריא ד']  
 ל[רתתי יוסף בר ערתתי] די פלגין ל[דרומה יו]חנה
- 12 [ברת מכותא ענימיה יום ארבעה בשבה שעה חדה ולי]ל ארבעה בשבה שעה עם ירתתי יוסף בר בבא [ועם]  
 זבדיון [ו]חברוהי [וכות] מתנה אחרי כל תמרין
- 13 [ואילן מבדרין דילי במ]חזא [על שקיא וכות] מתנה אחרי דרתא ובתיא דילי במחוזא ועליהום [ושפלהום]  
 וכל די בהום עם כל די עלא <כתיב> כדי חזא לי בהון
- 14 [מנעל ומ]נפק [וע]נימ[י]ן [א]ל אסרה די אהוא אכל ומחסן ופרע  
 פרוץ מלכהון ועמך ומעמך בדרתא ובתיא כל יומי חיי וכדי אהך לבית עלמי תהוין רשיה ושליטה  
 באתרי מתנתא דא או במה די
- 16 [א]שבוק מנהון [וד]י לא אשתרהן [ולא] אתזבן לפרנוס נפשי מן באתר דנה ובכל נכסין ודמי נכסין ומאני  
 בי וכל מנדעם זעיר וסגיא די יהוא
- 17 לי מן כען [ועד עלם] די וציף בשטר מתנתא דנה למקנא ולמזבנו ולמנחל ולמורתו ולמרהן ולמנתן  
 ולמזרע ולמנצב ולמבנא ולמפרוע
- 18 פרענהון ולמעבד בהון כל די תצבין אנתי ובניכי וירתיכי ומן די יחסן מן ידכי מן יום די אהך לבית עלמי  
 ועד עלם ונדר ומומא ואסר
- 19 ושבועה לא איתי לבני ולירתי ולאנוש כלה בשמי לא עליכי ולא על ירתיכי ולא על מן די יחסן מן ידכי  
 מתנתא דא או מן קצתה מנדעם
- 20 על כל די איתי לי וציף ודי לא וציף ואיתוהי ויהוא לי מן כען כלא יהוא לכי בנזקובנוף מתנתא דא ורשיה  
 ושליטה למעבד כל די תצבין
- 21 מן יום די אהך לבית עלמי ועד עלם ודין ודבב ומומא כלה לא איתי לירתי ואצדקי ואנוש כלה בשמי  
 עליכי ולא על ירתיכי על כל די עלא
- 22 ועל כל די אשבוק קדמיכי כדי אהך לבית עלמי מן כלא כתבת מבר[א] יתכי וית כל ולד די תלדין מני מן  
 כען וית כל אצדק וירת
- 23 ואנוש די יחסן מן ידכי מתנתא דא או מן קצתה מנדעם מן נדר ומומא כלה מן כל אנוש בשמי אצדק וירת  
 ורחיק וקריב
- 24 בחיי ומן באתר די אהך לבית עלמי ועד עלם כחליקת מתנתא ובראוניא די מתכתבין לעלם בלחוד די קים  
 יהוה לבבתא ברתנה
- 25 די הן תתארמל ולא יהוא לה בעל די תהוא עמרה בבית אוריא די מן קצת אתרי מתנתא דא ועללה ונפקה  
 עמכי בדרתא ה' לבית

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RECTO

- <sup>11</sup> Its [boundaries:] to the east: (the land of) the h[ei]rs of Yoseph, son of ]Baba' ...; and [to] the wes[t:] (the property of) Sh[ammua<sup>c</sup>], son of Menaḥem; and to the north: the sites of the h[ei]rs of Yoseph, son of 'Arati], that branch off into ...; [and to the south: (the property of) Yo]ḥanah,
- <sup>12</sup> [daughter(?) of Makkuta<sup>2</sup>. The irrigation periods: (the) fourth day of the week, for one hour, and the ni]ght of the fourth day of the week, one hour (together) with the heirs of Yoseph, son of Baba<sup>2</sup>, [and together with] Zabdion and his associates. [And, as well], (still) another gift, (consisting of) all the date palms
- <sup>13</sup> [and the trees belonging to me, scattered in Maḥo]za<sup>2</sup>, [including the irrigation *ditches*. And, as well,] (still) another gift, (consisting of) the courtyards and houses that belong to me in Maḥoza<sup>2</sup>, including their upper (stories) [and their lower (stories)], and all that is (contained) within them, together with all that is <written> above, as is fitting for me with respect to them.
- <sup>14</sup> ... And, as well, [(rights of) entry and eg]ress, [and the] irri[gati]on [per]iods, in entirety, I have given to you; you, Miryam, my wife, as a gift forever, on the binding agreement that I may enjoy the usufruct, and retain possession, and remit
- <sup>15</sup> payment of their property taxes; and reside and install (others) as residents, in the courtyards and houses, all the days of my life. And when I go to my eternal home, you shall become the rightful possessor of the sites of this gift, or of what
- <sup>16</sup> [I shall] leave of them behind, (and) whi[ch will not have been pledged (as security)], and (which) will not have been sold for my own subsistence subsequent to this (time). And (similarly), over all properties, and income of property, and household utensils, and anything (whatsoever), small or large, that <sup>[17]</sup>I <sup>[16]</sup>will possess
- <sup>17</sup> from this time forth [and forever], that is described in this document of gift, to buy and to sell, and to inherit (**or**: and to bestow) and to bequeath, and to pledge (as security) and to grant as gift, and to sow and to plant, and to build, and to remit
- <sup>18</sup> their payments, and to do with them all that you wish; you and your sons and your heirs, and whoever may gain possession from your hand from the day on which I will go to my eternal home and forever. And <sup>[19]</sup>there shall be no <sup>[18]</sup>vow or oath, or binding agreement,
- <sup>19</sup> or sworn statement on the part of my sons and my heirs, or on the part of any person (whosoever, acting) in my name; not against you, nor against your heirs, nor against anyone who may gain possession of this gift from your hand, or any part of it,
- <sup>20</sup> regarding all that is mine, (whether) described or not described; what is (now) mine or may become mine from this time forth. In entirety, it shall belong to you in the fullest extent of this gift (**or**: for damage against this gift). (And you) are the rightful possessor, to do whatever you wish,
- <sup>21</sup> from the day on which I go to my eternal home, and forever. And there shall be no suit or contest or oath whatsoever on the part of my heirs, or my legal inheritors, or on the part of any (other) person (whosoever, acting) in my name against you, or against your heirs, regarding all that (is written) above;
- <sup>22</sup> nor concerning all that I shall leave in your presence when I go to my eternal home. From (claims regarding) all I have written over, I hereby grant you clearance, and (as well), any child that you may bear from me, from this time forth; or any legal inheritor or heir,
- <sup>23</sup> or (any) person who may gain possession of this gift, or of any part of it from your hand; from any vow or oath whatsoever, by any person (acting) in my name, whether legal inheritor or an heir, (whether) distant or near,
- <sup>24</sup> during my lifetime and after I go to my eternal home, and forever; as is customary for (such) gifts and clearances, that are (granted) in written form in perpetuity. The sole (exception is that) it shall be the established right of Babatha<sup>2</sup>, our daughter,
- <sup>25</sup> that if she is widowed and will have no husband, that she may reside in the *horreum* (= *storage place for grain*) (**or**: pen), which is a part of the sites of this gift, and may have (free) access and egress together with you in that courtyard of

ARAMAIC LEGAL PAPYRI

- 26 אוריא כל יומין די תהוא ארמלה די לא בעל ולא רשיה ולא שליטה תהוא למנעלו לביתא הו בעל כדנה מן רעותי כתבת ואברית
- 27 יתכי מן ירתי ומן כל אנוש בשמי על כל די עלא כתיב מן נדר ומומא ודין ודבב ומן עלת כל מנד[ע]ם זעיר וסגיא [ב]חיי ומן יום [די אהך]
- 28 לבית עלמי ועד עלם על די כדן לקבל דך מתנתא דא יהבת לכי על אסר די תה[וי]ן [א]נת[תי] כדי מן קדם דנה ומשמשה [יתי]
- 29 מן קצת מתנתא דא [כדי מן קד]ם דנה וקים כל די עלא כתיב לקבל דך

LOWER VERSION

- 30 [ע]לן הפטיח [ל]יקים קט[ל]ים סורס תנינותא ותניניתא ומרקס אורליס אנטונינס שנת ת[ל]ת לאוטקרטור
- 31 [קסר טרינס הדרינס סבס]טט ועל מנין הפרכיה דא בעשרין וארבעה בתמוז שנת
- 32 [עשר וחמש במחוז]ע גלתין יהב זמקום [במלה קימה מתנת על]ם די לא תע[דה] מן רעותי
- 33 [אנה שמעון בר מנחם] די עמר במחוזא לכי [אנתי מרים אנתתי ברת יוסף]
- 34 בר מנשה ית כלן אר[ע] ואילן כלה כדי כתיבין אתריא בלחוד בשטרא דנה
- 35 [ושאר כל מנד]עם די לא וציף די איתי לי [או די אקנא ויהוא לי מן כע]ן כלא יהבת לכי מתנת
- 36 [עלם אלין שמהת אתרי מתנתא דא גנת תמריא די לי שפיר]א וכל די בה תח[ומיה] למדנחא מדברא
- 37 [ולמערבא] ירתי יוסף בר דורמנס ולצפונא אר[ע] ו[ע]רת די לירתי מנחם ואחרנין ולדרומא
- 38 ירתי יוסף בר בבא וענימיה עם ירתי יוסף בר [דו]רמנס מין שעה ופלג מן שעין תלת
- 39 וכות אתרא די מתקרא כרבא נציב תמרין תחומיה למד[נ]חא [ג]רמאלה בר ערהזו ולמ[ערבא]
- 40 [נ]הרא דכ[ר]א [ו]ירתי יו[חנן] בר בבא ולדרומא ולצ[פונ]א [מ]גלס בר עותלה וענימיה כדי חזא
- 41 וכות גנתא חד[ת]א די בני טבירו[ס] וסחר לי מן שמעון הבגד תחומיה למדנחא
- 42 [ו]ל[ד]רומא גרמלה בר ערהזו ולמערבא שמוע בר מנחם ואחרנין ולצפונא נהרא דכרא
- 43 וארחא ענימיה חד בשבה פלגות שעה מן מי ודיא עם ירתי הבגד ויום תרין
- 44 [פ]לגות שעה מן [ת]לת קיסמא וכות ארעא חורתא ותמריא די בה תחומיה למדנחא
- 45 [יר]תי יוסף בר בבא [ע] [ו]למ[ערבא] שמוע [בר מנחם ולצפונא אתריא די לירתי] יוסף
- 46 בר ערתי די פלגין לי [ו]לדרומא יו[חנן] ברת מכותא ענימיה יום ארבעה בשבה

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<sup>26</sup> the *horreum* (= *storage place for grain*) (**or:** pen), for as long as she is a widow without a husband; but she shall not have the rightful authority to bring a husband into that house. Thus, of my own free will, I have granted written clearance  
<sup>27</sup> to you from (the claims of) my heirs, and from any person (acting) in my name, regarding all that is written above, from any vow or oath or suit or contest, and from any cause whatsoever, small or large, [during] my lifetime and from the day [that I will go]  
<sup>28</sup> to my eternal home, and forever. With respect to this, (and) in consideration thereof, I have given you this gift, on the binding agreement that you (continue to) be [my wife [as] (was so) previously, and be attending to [my needs]  
<sup>29</sup> from a part of this gift, [as (was so) pre]viously. And all that is written above is binding in con[sideration there]of.

**LOWER VERSION**

<sup>30</sup> [Dur]ing[ the second consulship of] Luc[ius Cati]l[ius Severus and (of) Marcus(!) Aurelius Antoninus, year th]r[ee of Emperor  
<sup>31</sup> [Caesar Traianus Hadrianus Augus]tus, and according[ to the counting of this province, on the twenty-fourth of Tammuz, year]  
<sup>32</sup> [fifteen, in Maḥoz ‘E]glatain: (I hereby) bestow with validity, [by a valid statement, a perpetual gif]t that shall not pa[ss away, of my own free will] –  
<sup>33</sup> [I, Shim‘on, son of Mena]ḥem, who resides in Maḥ[ozā, to you;] you, Miryam, my wife, daughter of Yose[ph],  
<sup>34</sup> son of Menasheh, all of the[ lan]d and trees,[ in entirety, as the sites are described specifically in this deed,  
<sup>35</sup> and what]ever[ else] th[at is not described that] I (may) possess, [or that I may acquire and (that) may become my possession from this tim]e forth. In entirety, I have giv[en to you (as) a gift]  
<sup>36</sup> [in perpetuity. And these are the designations of the sites of this gift: The palm-grove that I possess, of good qua]lity, and all that is in it. [Its] boun[daries: to the east: the desert;  
<sup>37</sup> and to the west:] (the property of) the heirs[ of Y]oseph, son of Dormenes; and to the north: the [c]raggy l[and] belonging to the heirs of Menaḥem, and others; and to the south:  
<sup>38</sup> (the property of) the heirs of Yoseph, son of Babaʔ. And the irrigation periods: together with the heirs of Yoseph, son of [Do]rmenes, (consisting of) water(ing) for one and one-half hours of the three hours (allotted).  
<sup>39</sup> And as well: The site that is called KRBʔ, (consisting of) a planting of date palms. Its boundaries: to the ea[s]t: (the property of) [Ga]rm-ʔIllah, son of ‘Arahzu; and to the w[est]:  
<sup>40</sup> the *forementioned* [r]iver (**or:** the ... [r]iver), [and (the property of) the heirs of Yo]ḥanan, son of Babaʔ; and to the south and to the n[or]th: [(the property of) Me]nelaus, son of ‘Awat-ʔIllah. And the irrigation periods: as is fitting.  
<sup>41</sup> And, as well: The ne[w] orchard (**or:** garden) [that (had) belong(ed) to the sons of Tiberiu]s and which was acquired by me in trade (**or:** and was turned over to me) from Shim‘on, the Clothier. Its boundaries: to the east  
<sup>42</sup> [and] to the [s]outh: (the property of) Garm-ʔIllah, son of ‘Arahzu; and to the west: (the property of) Shammuaʕ, son of Menaḥem and others; and to the north: the *forementioned* river (**or:** the ... river)  
<sup>43</sup> and the road. The irrigation periods: (the) first day in the week for one-half hour from the waters of the wadi, (together) with the heirs of the Clothier, and the second day  
<sup>44</sup> [one h]alf-hour o[f] the three (allotted) shares of water. And, as well: the “white” land and the date palms that are in it. Its boundaries: to the east:  
<sup>45</sup> (the property of) the [he]irs of Yoseph[, son of Babaʔ...][...]; and] to[ the] w[est]: (the property of) Shammuaʕ, son of Menaḥem; and to the north: the sites that belong to the heir[s of Y]oseph,  
<sup>46</sup> son of ‘Arati, that branch off into ...[...]; and to the south: (the property of) Yo]ḥanah, daughter(!) of Makkutaʔ. The irrigation periods: (the) fourth day of the week



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47 (for) one hour; and the night of the fourth day of the week—for one hour (together) with the heirs of  
 Yoseph, son of Baba<sup>2</sup> and (together) with Zabdion  
 48 [and] his associates. And, as well: All the date palms and trees belonging to me, scattered in Maḥoza<sup>2</sup>,  
 including the irrigation *ditches*. And, as well: still another gift  
 49 (consisting of) the courtyards and the hou[ses that belong to] me in Maḥoza<sup>2</sup>, (including) their upper  
 (stories) and their lower (stories), and all that is (contained) within them, (together) with all th[at is]  
 written [a]bo[ve, as] is fitting  
 50 [for me with respect to] them ...[...]. ...[And, (as well): (rights of) entr]y and [egres]s, and  
 irrigation periods. In entirety, I have given (it) to you; you, Miryam,  
 51 my wife, the daughter of Yoseph,[ (as) a gift]t in perpetuity,[ on ]the binding agreement that I will enjoy  
 the usufruct, and retain possession, and remit the payment of their property taxes;  
 52 [and re]side and install (others) as residents, in those courtyards and houses, all the days of my life. And  
 when I go to my eternal home you shall become  
 53 the rightful possessor of the sites of this gift, or of what I shall leave of them behind when I go  
 54 [to] my eternal home, and which will not have been sold or pledged (as security) for my own needs  
 subsequent to [this (time)]. (And similarly), over al[l] pro[per]ties  
 55 and the income from pro[per]ties], and household [utensils], and anything (whatsoever), small[ or ]large,  
 that I will possess from this [time (forth) and fore]v[er];  
 56 [whi]ch is desc[ri]bed in ]th[is deed of gift], to[ b]uy and to sell, and to inherit (**or**: to bestow) and to  
 bequeath, and to pledge as (security) and to grant as gift, and to sow  
 57 [and ]to plant, and to build and to remit their payments, and to do with them anything that you wish. You  
 and your sons that will [be (born)]  
 58 to you from me, from this time forth; and your heirs (and) whoever may gain possession of this gift from  
 your hand, or any part of it (whatsoever) [fro]m  
 59 (the) day that I go to my eternal home and forever. Th[ere sh]all b[e] n[o] oath, or vow, or binding  
 agreement or sworn statement on the part of [my] s[ons]  
 60 and my heirs, or any person (acting) in my name, whether distant or near; not against you nor against your  
 heirs, nor against (any person) [w]ho [may gain possessio]n (of this gift) from[ your hand]  
 61 [during my lifetime or ]after I go to my eternal home. With respect to this, in perpetuity, in this manner I  
 have of my own free will written (over) to you  
 62 this gift as (specified) above. That you (continue) to be my wife as (was so) previously, and be attending to  
 my needs from a part of this gift  
 63 until the day when I go to my eternal home. And you shall become the rightful owner of all that I lea[ve  
 behind]  
 64 as (specified above), from the day I go to my eternal home and forever. There may be no suit, or co[n]test,  
 n[or] oat[h nor vow],  
 65 as is the custom of gifts and clearances that are (executed) in written form, forever. The sole (exception is  
 that) it shall be the established right [of] Baba[tha<sup>2</sup>],  
 66 our daugh[ter, tha]t if she is widowed and will have no husband, that she may reside in the *horreum* (= *storage place for grain*) (**or**: pen) which is  
 67 a part of this gift, with (rights of) entry and egre[ss (together) w]ith you in that courtyard (leading) to the  
*horreum* (= *storage place for grain*) (**or**: pen) all the day[s]  
 68 that she shall remain a wi[dow without] a husband; but she shall not have the legal right to bri[ng in]to  
 [69]th[at [68]house]  
 69 a husband. T[hus, of] my [own free wil]l, I granted written clearance to you fir[om (the claims of) my heirs,  
 and from any person]  
 70 [(acting) in my name regarding all that is written above, from (any) vow, or oath, or suit or contest, and  
 from]  
 71 [any caus]e wh[atsoever, s]mall or large, [during my lifetime and from the day ]I go to my eternal home  
 72 and forever, with respect to this [(and) in c]onsideration thereof.

ARAMAIC LEGAL PAPYRI

VERSO

73	[שמעון] בִּרְמֵן מֵנְהֵם עַל נַפְשֵׁהּ כְּתַבָּהּ	
74	[ ] °° [שֵׁה] ד	
75	[ ] בִּרְמֵן מֵנְהֵם שֵׁה	
76	[ ] °°°°° [שֵׁה] ד	
77	[ ] יֵה [שֵׁה] שִׁפּוֹנָא מִן בֵּית עֵשֶׂהוּ	
78	[ ] °°° [שֵׁה] [ ]	
79	[ ] שִׁמְעוֹן [ ]	

VERSO

- <sup>73</sup> [Shim'on], son of Me[na]hem; on his own behalf; he issued/signed/wrote it.  
<sup>74</sup> [...]...[... witness].  
<sup>75</sup> [..., so]n of Me[na]hem; witness.  
<sup>76</sup> [...]...[ witness].  
<sup>77</sup> [...]yh[...]Shipona', from Beit 'SHW  
<sup>78</sup> [...]... witness].  
<sup>79</sup> [...] Shim'on [ ...]

## EPIGRAPHIC NOTES

Special comment on the script of P.Yadin 7 would be informative. It is in the style of the Jewish cursive (Yardeni 1991:41–66), and the letters blend in well with the continuous development of the Jewish scripts, notwithstanding the noticeable influence of the Nabatean script on the forms of some letters, like *gimel*, *he*<sup>2</sup>, *waw*, *zayin*, *ṭet*, *nun*, *ayin*, *pe*<sup>2</sup>, *ṣade*, *qoph*, and *shin*. This influence is also noticeable in the distinction between the medial and final forms of many letters in size and structure. The most striking distinction appears in the final *ayin*, which is an anomaly in Hebrew script. These observations indicate that the scribe was trained in the Nabatean scribal tradition. Apart from this distinction, the script is quite consistent, and there are only a few variations of form of each letter in the alphabet. The script is abundant in ligatures of two or three letters, but most of the attached letters have retained their formal distinctiveness and the maximum number of their primary strokes. As a consequence there are virtually no identical letters, except for *waw* and *yod*. This characteristic distinguishes the script style of this document from the extreme cursive script, one of whose characteristics is identity in the forms of some letters to the point that they cannot be distinguished from one another. It is therefore possible to define the script style of this document as “calligraphic, official cursive.”

The UPPER VERSION is written in a much smaller script, starting on the VERSO, where about a third of it appears (lines 1–10), and continuing on the RECTO. The first six lines of the RECTO (lines 11–16) are somewhat damaged, and so are the last three lines of the UPPER VERSION (lines 27–29). The LOWER VERSION has suffered greater damage than the UPPER VERSION and has been restored on the basis of the latter where the two versions are identical. There are, however, instances where the text is damaged in the same place in both versions, as in lines 11/45–46 and 14/50.

## UPPER VERSION

## VERSO

**Line 1:** Both readings, תניינתא “the second” and תנינותא “for the second time,” are possible (see the COMMENTARY on lines 1–2).

**Line 9:** In the combination נהרא לזלא (of unclear meaning), at least the last two letters of the second word are unclear in all attestations (see lines 40, 42).

## RECTO

**Line 11:** After the restoration of the name יוסף בר בבא, remains of five letters appear, which have not been restored. The parallel text in line 45 is partly torn on the fold and only an *ayin* is clearly visible, seemingly after a space, on the surviving part of the document. The word may be a nickname of Yoseph, or of Baba<sup>2</sup>, his father, or the name of another person, which according to line 45, contained an *ayin*. The remains here in line 11, however, do not reveal an *ayin*, and the sequence of letters looks like *waw*, *zayin*, *beth*, *daleth*, and perhaps another

*waw*, yielding: וּבְדוּ. Since this restoration does not coincide with the clear *ayin* in line 45, we have refrained from inserting it in the TEXT. Further on in line 11, illegible remains of script survive in the subordinate clause, following the words: –לִי פְלִגִּין לִי “that branch into–.” The parallel text in the LOWER VERSION (line 46) is unfortunately damaged in the same place, except for a vertical down-stroke following the *lamed* that looks like a *yod*. The following word: וּלְדִרּוּמָה “and to the south,” which is restored in both versions, leaves a space of about four letters to be restored in this preceding space.

**Line 14:** The beginning of this line is badly damaged, as is the parallel text in the LOWER VERSION (line 50). Lacking a parallel formula, this clause has not been restored in either version.

**Line 20:** The reading בְּנוּף “in the fullest extent,” an Arabism, is preferable to בְּנוּק “for damage” (see the COMMENTARY on line 20).

**Line 71:** Although the text reconstructed at the beginning of this line [וּמִן כָּל עֵלְתָּ מִנְדַעִים] differs slightly from the parallel text in line 27 of the UPPER VERSION: וּמִן עֵלְתָּ כָּל מִנְדַעִים, the extant traces of the *taw* here compel this reconstruction.

## COMMENTARY

### Opening Statements (Lines 1–5)

**Lines 1–2/30–31: Date and Place.** The triple dating appearing here resembles what we find in a number of Greek and Nabatean documents of the Naḥal Ḥever archive (Lewis 1989:27–28). It is also known in a Syriac deed of sale from Dura-Europos (P.Dura 28; Goldstein 1966:8–9) and in other Greek documents from Dura-Europos (P.Dura 31; Welles et al. 1959:143), as well as in Greek and Syriac documents from the region of the Middle Euphrates (Feissel and Gascoü 1989:551 no. 15; Teixidor 1990:15). There are even instances of four dates at Dura-Europos (P.Dura 25; Welles et al. 1959:127–29, and discussion, *ibid.*, 130–31). The passage containing the date in the LOWER VERSION is torn, but may be restored reliably.

The Greek term ὑπατεία “consulate, consul-ship” is attested in Rabbinic literature in the forms אִיפְטִיָּא, אִיפְטִיָּאָה, אִיפְטִיָּה (Lieberman 1955–88 8:890–91; Levy 1:69; Sperber 1984:41–42; Sirat et al. 1986:23–24). It occurs in the Greek, Aramaic, and Nabatean-Aramaic documents from the Judean Desert in dating according to the Roman consuls. The Aramaic adverbial form תְּנִינִיתָא “for the second time” is well attested (Levy 4:655; cf. Dan 2:7, and note the opposite: קְדָמוּתָא “first, for the first time,” and see Sokoloff *DJPA* 587). It is also possible, perhaps even preferable, to read תְּנִינִיתָא (*tinyānaytā*), a determined ordinal adjective “the second.” There is virtually no difference in meaning. Note comparable forms such as תְּלִיתִיתָא “the third” in an Aramaic ostrakon published by Yardeni (2000c:A:191) and קְדָמִיתָא “the first, former” (*DNWSI* 992, s.v. **qdmty**, citing *CIS* II no. 158:5). Some comment

is required on the names of the Roman consuls and of the Roman emperor as written here. Both of these consuls, recorded for the year 120 CE, are listed by Degraffi (1952:35). The full name of the first consul is Lucius Catilius Severus Iulianus Claudius Reginus. In the Aramaic of P.Yadin 7, the component Lucius is written לוקיס, and the component Severus is written סורס. The full name of a consul was not always recorded. Normally, only the three standard elements were listed, as is the case here. This consul was polynymous; he was known by quite a few names, which was normal in the second century CE. As for the second consul, his praenomen may have been known by some scribes as Marcus, as our text seems to indicate, but is listed in the official records as Titus: Titus Aurelius Fulvius Boionius Arrius Antoninus, who became the well-known emperor Antoninus Pius (see Degraffi 1952:35). The third name is that of the emperor Hadrian, who reigned 117–138 CE and who bore the title ἀυτοκράτωρ, equivalent to Latin *Imperator*. The same sequence of Hadrian's titles is attested in the Greek documents of the Babatha' archive (Lewis 1989:151 Emperors).

The Aramaic ועל מנין is translated from the Greek κατὰ δὲ τὸν ἀριθμὸν “according to the number.” This formula is employed to register the years of the province, and may, in fact, represent the first attested usage of the word מנין in this sense. In later Jewish documents the formula is למנין שאנו מונים פה היום “according to the count that we count here today.” In P.Dura 28, a Syriac deed of sale from Dura-Europos (Goldstein 1966), the wording is: “In the month of Iyyar, year five hundred fifty-four according to the former chronology (*bmnyr' qdmy*).” Also see Teixidor 1990:154, lines 2–3: “In the month of Elul, year five hundred fifty-three according to the early chronology.”

The term הפרכיה, Greek ἐπαρχία, occurs in the Nabatean, Greek, and Aramaic documents from the Judean Desert, where it serves as a shortened way of designating Provincia Arabia, which was established in March 106 CE. This term is also attested in Rabbinic literature, variously written as: הפרכיא, היפרכיה, איפרכי, איפרכיא, and in other ways (Levy 1:487; Sokoloff *DJPA* 53, and see Wasserstein 1993:206, who explains the realization with *he*<sup>2</sup>). The fifteenth year of the province is 120 CE, and the twenty-fifth of Tammuz of that year fell on July 13 (Cotton and Greenfield 1994:214 n. 24; on the manner of registering dates, see Cotton 1997a:146–49). The deed was written in Maḥoz 'Eglatain, on which see the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: VENUES. In effect, Maḥoza' and Maḥoz 'Eglatain are the same place, as demonstrated by Cotton and Greenfield (1995).

**Lines 2–5: The Parties; and the Substance and Legal Force of the Gift.** We have here the official formula for bestowing a gift, which resembles the language of royal edicts in Daniel 6: לקימה קים מלכא ולתקפה אסר 6: “to issue the decree of the king and to put a ban into effect” (Dan 6:8). This is followed in Dan 6:9 by the statement: כען מלכא תקים אסרא ותרשם כתבא די לא “Now, O king, you must issue the ban and inscribe the writ not to be altered, according to the law of Media and Persia, that shall not pass away.” The king's reply comes in Dan 6:13: ענה מלכא ואמר יציבא מלתא כדת מדי ופרס די לא תעדא “Answering, the king said: The order is firm according to the law of Medea and Persia, that

shall not pass away.”

In **line 2**, it is difficult to decide whether to read **ומקים** as the Pa<sup>el</sup>: *umeqayyēm*, or as the Aph<sup>el</sup> *umāqīm*, but the occurrence of the combination **מלה קימה**, best read as *millah qayyāmāh* (Pa<sup>el</sup>) “valid statement, a statement in force,” favors the Pa<sup>el</sup> in the first part of the statement. The term **מלה** bears a legal connotation. On the **מתנת עלם** “a gift forever, a perpetual gift” and the legal concepts related to it, see Yaron (1992) and by Cotton and Greenfield (1994). Also note in XH<sup>ev</sup>/Se 64:7 the parallel Greek term *δόσιον αἰωλύτου* (Cotton 1997a:209).

The Aramaic verb <sup>ʿ</sup>*-d-y* “to pass away” requires comment. It is used in many dialects and phases of Aramaic. In the Aph<sup>el</sup> it means “to remove, to cause to pass away,” and it occurs in this stem in Dan 2:21; 5:20; 7:12, 26 and in the Aramaic papyri from Elephantine (*TAD* A4.7:6 [Cowley 30]; C1.1:50, 146 [Aḥiqar]). Also see *DNWSI* 829, s.v. <sup>ʿ</sup>*dy*<sub>1</sub>. For usage in Targum Onkelos see on Gen 49:10, where the Hebrew **לא יסור** “shall not depart” is rendered: **לא יעיד**. Also see *LexSyr* 511–12 for Syriac usage; Drower and Macuch 1963:6–7, s.v. *Ada* for usage in Mandaic; Levy 3:621 for usage in Jewish Babylonian Aramaic; and Sokoloff *DJPA* 396. It is worth noting that the Hebrew of Esth 1:19; 8:8: **ולא יעבר** “and it shall not pass away,” said in reference to a sealed, royal edict, is a back-translation of the Aramaic **די יעדה**, as in Dan 7:14.

The Aramaic formula **מן רעותי** “of my own free will” is well attested in contemporary documents. Cf. Mur 19:2 (Milik 1961:105) and XH<sup>ev</sup>/Se 8a:3; 9:2, 13 (Yardeni 1997:36, 39–40). For examples from Jewish Palestinian Aramaic see Sokoloff *DJPA* 527, s.v. **רעווה**. It continues to occur in medieval Aramaic documents as well. In the collection of legal documents presented by Rav Saadia Gaon (Ben-Sasson 1984–86:210, line 6) we find the formula: **דאצתבי ברעות נפשי** “that I was agreeable of my own free will” within a deed of gift issued by a sound person (**מתנת בריא**). In the codex of documents (**ספר השטרות**) of Rav Hai Gaon (Assaf 1930:24, folio p. 5b:17) within a deed of purchase of houses, we encounter the formula: **דבצבו נפשי** “that by my own agreement.” In the same codex (Assaf 1930:37, folio p. 11a:6–7) in a deed of dividing ownership of houses we find the formula: **ואיצטבינא תרוינן ברע[ות] נפשאנא** “and the two of us were agreeable of our own free w[ill].” Also cf. the variation: **דצביתי ברעות נפשי** “that I agreed to of my own free will” (Gulak 1926:187 no. 199:4). The equivalent Hebrew formula **מן רצונם** “of their own free will” occurs in the Hebrew legal papyri from Naḥal Ḥever (see P.Yadin 44:2, 28), and in the Palestinian *ketubbot* we find: **מן רעותי** “of my own free will” (Friedman 1980:1:136; see the COMMENTARY on P.Yadin 10:2–4).

**Lines 3–4/33:** In **line 3**, the parties, both the donor and the recipient, his wife, are specified by name, with the donor being the subject of the verb **יהב** “I give” in line 2. For the relevant prosopography of Babatha’s family, see Lewis 1989:25 and also INDEX OF PERSONAL NAMES, below. The Aramaic verb <sup>ʿ</sup>*-m-r* “to reside” is, indeed, known in Christian Palestinian Aramaic (Schulthess 1903:148) and frequently in Syriac (*LexSyr* 532), but here may be an Arabism, since *ʿamara* is the normal verb meaning “to dwell, reside” in Arabic,

whereas in the other Aramaic documents from the Judean Desert the verb used to convey this meaning is *y-t-b*, with place of origin expressed as: “PN from GN.” In Jewish Palestinian Aramaic, the verb *‘-m-r* occurs in the noun form עמור “resident” in a liturgical poem of the Byzantine period (Sokoloff *DJPA* 410–11). Line 3 continues with the itemizing of the properties being granted, which occurs only here in the UPPER VERSION, and is not repeated in the LOWER VERSION, where all we have is a general description: ית כל ארע ואילן “all land and trees” (line 34). Prepositional מן, with which the itemization begins, has partitive force: “including, consisting of–,” a feature better attested in the Nabatean-Aramaic papyri (see GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.III.iii). It was customary to specify that the gift (or sale, or lease) included both houses and courtyards. This matter is discussed further in the COMMENTARY on P.Yadin 2:7, 12 (cf. also P.Yadin 3:14), both of which are Nabatean legal texts, where we have the feminine noun דרתה “courtyard” alongside the combination בתין ודרין ודרון “houses and courtyards.” See below, in lines 13/49: דרתא ובתיא “courtyards (fpl.) and houses.”

Specific reference to “lower and upper (stories)” reappears in reverse order below, in lines 13/49. The Aramaic שפלין ועליין is to be read: *šaplin we‘aliyin*. The Aramaic form עליא, Hebrew עליה, is known in some Aramaic dialects, as, for example, in Syriac, but we have not found usage of the verb *š-p-l* in the sense of “lower (story)” in any Aramaic dialect, or in Hebrew for that matter, where this meaning is rather conveyed by forms of the word תחת “under.” An example occurs in a Hebrew deed of gift cited by Gulak (1926:188 no. 200:5): “And they granted him by means of a final act of possession, effective as of now, all of the aforementioned houses and courtyards, both lower stories and upper stories (תחתיות ועליות).” In contrast, usage of the cognate verb *sapala* (which would be written with *shin* in Nabatean script) is frequent in Arabic, in the specifications of purchase documents of houses: *sufliha wa‘uluwiha* “its lower stories and upper stories” (Khan 1993:22). In Khan’s view this is more than merely a merism, since upper stories are specifically excluded from some sales or at least not automatically included in them. This is a shared feature of some Arabic, Aramaic, and Hebrew deeds (cf. *m. B. Bat.* 4).

The itemization continues in **line 4** with reference to the contents of the houses. The common Aramaic word מאן “tool, utensil,” is written here with an *aleph*, in the older spelling, whereas Aramaic בי “house, household” is the absolute form of בית, known in Old Aramaic, and which persists in Jewish Palestinian Aramaic (Sokoloff *DJPA* 91). The words וחרוף ועללהי are most likely Arabic. The latter term is based on the root *‘-l-l* “to enter,” common to Aramaic and Arabic, where it is written *ġallatun*. This term occurs in Nabatean legal papyri (cf. P.Yadin 1:21, 26; 6:5) in references to successive crop years and is a semantic equivalent of Hebrew יבול and תבואה, literally, what is “brought in” from the field or orchard. The meaning of the word חרוף is less clear, but it could reflect Arabic *harifun* “autumn, fall” (Lane 726, col. 2), perhaps referring to dates that ripen in the fall (*harfiatun*; Dozy 1:364). It is specified that palm groves, or plantations are included in the gift. On this feature of legal documents see Cotton and Greenfield 1994, and further, in lines 12–13.

The property includes the land and the trees growing on it. Aramaic ארע “land, ground,” appears in the absolute state, and when mentioned together with trees, includes everything within the parcels that are covered by the gift. Thus, in the LOWER VERSION, the reference to land and trees suffices, and there is no further specification at that point. Aramaic כלה is adverbial: “entirely, in entirety,” whereas Aramaic בלחוד “only, specifically” is idiomatic (cf. לחוד, XHev/Se 9:6; 50:11 [Yardeni 1997:40, 127]; Levy 2:492, s.v. לחוד). In the Aramaic merism: ושאר כל מנדעם, literally: “and the remainder of whatever else,” we find the form מנדעם “something” written with a *nun* as in the Nabatean documents from Naḥal Ḥever. The same form occurs in Elephantine Aramaic, which also exhibits the plural מנדעמתא (Porten and Muraoka 1998 §13c), and cf. Mandaic *mndʿm* (Drower and Macuch 1963:267). Alongside the form with *nun*, there are the spellings מדעם, מידעם, the latter in an Aramaic papyrus from the Seiyal Collection (XHev/Se 13:9 [Yardeni 1997:67]), and in Old Aramaic and also in other later phases of the language (*DNWSI* 598–99), including Jewish Palestinian Aramaic (Sokoloff *DJPA* 303). In Syriac the normal form is *mdm* (*LexSyr* 375), and in Jewish Babylonian Aramaic the usual form is מידי (Levy 3:98–99). Cf. also Kaufman 1974:120–21 and Morgenstern 1999:137–38\*, esp. n. 33.

In an inclusive statement, the text here and in lines 17 and 20, below refers to what is and what is not “described” in the document by what appears to be an Arabic form וציף. Cf. the Arabic noun form *ṣifatun* “description” (Lane Supplement 3054). The form וציף would represent a passive participle; hence: “described.” Since this appears to be a unique attestation (it is preserved only in the UPPER VERSION), and the writing is small, one cannot be certain. In any event, Yadin’s attempt (in manuscript) to read רציף, which he took to mean “specified,” is unlikely, since the meaning of the verb *r-ṣ-p* is “to bind, join”; hence: “to follow in sequence” (Levy 4:467). The LOWER VERSION here has been partly restored on the basis of the UPPER VERSION, although the word order seems to differ in each version.

**Lines 4–5/35–36:** Reference to future acquisitions is a reflex of the statement in line 3, above: די איתי לי “that I possess.” The point is that the gift would presumably include property not in the current possession of the donor: די אקנה ויהוא לי “that I may acquire and may become my possession.” Such provisions are fairly standard in sale documents, where the object is guaranteeing title, but might be problematic in deeds of gift, at least according to the majority of rulings of Talmudic law where the operative principle is that one may not make a gift of something that has not yet come into existence (Yaron 1960:55; 1992:41, 45). One need not assume, however, that this principle was operative at Naḥal Ḥever, and as a matter of fact, it was contested in Talmudic law (see the view of Rabbi Meir in *b. B. Meṣi’a* 33b). Some Sages agreed to the bestowal of gifts that had not yet come into existence in certain circumstances: Thus, the dictum: הני מלי כגון פירות דקל דעבידי דאתו “This principle [namely, that one may make a gift of something that had not yet come into existence] applies only in cases like the fruit of date palms which predictably come into existence” (*b. B. Bat.* 79b; *b. Git.* 42b). In the ancient Near East it was possible to know in advance which of the date palm trees were fertilized, so that sale of the yield could be transacted in advance. As a

matter of fact, date palm plantations constituted most of the present gift. It seems, however, that this provision was conventional and appears here with no actual impact.

### Specification of Parcels and Attendant Irrigation Rights (Lines 5–14)

**Lines 5–7/36–37:** The sites included in the gift are specified, or literally, listed by name. The sense of שמהת, literally “names” is that of “designations, items”; in a collective sense “list,” although some parcels mentioned in documents from Naḥal Ḥever and elsewhere bear actual names or “handles.” A good example comes in line 7, where the handle of the second parcel is specified. Cf. זנה שמהת “this (is the list of) names,” the title of a list of contributors from Elephantine (*TAD* C3.15:1 [Cowley 22]) dated to 400 BCE. The Akkadian cognate *šumu* may have the sense of “line, item, entry” referring to the heading of a list (*CAD* Š 3:296, s.v. *šumu*, meaning 5b), and represents a semantic extension of the notion of a name. In all, four parcels were included in the gift. The first of the four is a palm plantation, referred to as “beautiful, of good quality.”

The traditional manner of identifying a property by delineating its boundaries (the term תחום), or abutters, in four directions is discussed in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: BOUNDARIES AND ABUTTERS. It is present in the Naḥal Ḥever documents in all attested languages, as well as in Coptic, Greek, and Arabic documents, being prominent in the Aramaic documents from Elephantine, and harks back to ancient Mesopotamia. Here, the sequence of directions begins with east, then west, then north, and finally south. In referring to parcels of land belonging to the heirs of certain persons the apparent intent is to indicate that they had not yet been apportioned among the heirs. It is to be noted that, as a rule, persons with Hebrew names are presumed to be Jewish, even if as in the case of Yoseph, son of Dormenes (note the spelling in line 37: דורמנס), the affiliation of the father remains uncertain.

In **line 6**, the description: ארע וערת “craggy land” is best explained as containing a feminine adjective from the Arabic verb *waʿra* “to be full of crags, unsmooth,” referring to rocky, untilled land (Lane 2953). That area abutting the plantation to the north belonged to the heirs of one Menaḥem, perhaps the father of Shimʿon. This might explain the fact that Menaḥem’s patronymic is missing, implying that he was a known personage. Once again, the land in question had not yet been apportioned among the heirs. Reference to “others” (אחרנין) implies that Menaḥem owned the land in partnership. The same status pertains to the land lying to the south of the gifted parcel, namely that it had not yet been apportioned among the heirs. The same heirs of Yoseph, son of Babaʿ, are mentioned in XḤev/Se 64, a Greek deed of gift (frag. a, line 11; Cotton 1997a:209, 218).

In **line 6/28** we encounter the term ענימין, ענימיה “irrigation periods” for the first time in our texts in its suffixed form: וענימוהי “and its irrigation periods.” This term is common to papyri in Aramaic and Nabatean-Aramaic, and appears in Greek documents in translation. Because of its broad relevance it is discussed in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: WATER RIGHTS, where the legalities of irrigation rights have been

outlined. In sales, leases, and deeds of gift it was required that irrigation rights be guaranteed. In the present case, considerable detail is provided about times of irrigation, but this is not always the case. Here, the assigned times coincide with those of the heirs of Yoseph, son of Dormenes, namely, at night on the fifth day of the week for half (Aramaic פלג) of the total time of three hours allotted.

In **line 7**, we have שנה instead of שבת, with a *taw*. This development in Aramaic is known from Elephantine in the so-called “L’Ostrakon Araméen du Sabbat” (Dupont-Sommer 1949; = *TAD* 7.16:2); also note *TAD* D7.10:5; 7.12:9; 7.28:4; 7.35:7; in Talmudic sources (Levy 2:493, s.v. שבא, שובא); and in Syriac as *šabba*<sup>2</sup>. In later Aramaic, this form is normal. One would have expected the Aramaic form שבתא, which also occurs frequently, but if the indeterminate Hebrew form שבת was used as a loan-word in Aramaic, this may have led to the dropping of the final *taw*. Functionally, the sense is often “a week” (Tigay 1978). For other examples at Naḥal Ḥever, see below lines 12, 43, 46, 47; P.Yadin 50:6; and in Nabatean, P.Yadin 3:4, 25.

**Lines 7–8/39–40:** The list of parcels continues. Aramaic כות “as well, the same; in like manner” appears here at the beginning of an entry to introduce further gifts. Often it comes at the end of a clause. Some of the remaining entries also specify “another gift.” This particular parcel has a handle; it is “called” (מתקרא): כרבא. The Arabic verb *karaba* can mean “to collect the dates which have fallen upon the leaf stalks” (*WKAS* 1:112, s.v. *karaba*, V-form, meaning 2). The Classical Arabic form closest to כרבא would be *kurābatun*, a passive form meaning “collected dates.” Most likely, the words נציב תמרין “a planting of date palms” function as a gloss to explain כרבא. Cf. נציבין דדקלן “plantings of date palms” in the Targum of Ps 144:12, where the Hebrew reads: נטעים. It is noteworthy that two of the properties abutting this parcel were owned by Nabateans: Garm-<sup>3</sup>Illah, a common name in Nabatean inscriptions (Negev no. 251), son of <sup>4</sup>Arahzu (unattested elsewhere), and Menelaus, son of <sup>5</sup>Awat-<sup>3</sup>Illah (Negev no. 860).

In **line 8**, there is mention of a large river (נהרא רבא; reading not entirely certain), which has not been identified. Interestingly, in line 9, below, and again in line 40, there is reference to נהרא דכרא, with the last two letters of the second word being unclear. Aramaic דכרא could perhaps be read as a defectively written Pe<sup>c</sup>il form: *dekira*<sup>6</sup> “aforementioned, referred to,” but this would be unusual in Jewish Aramaic, the usual expression being די לעלא כתיב “that is written above,” though more expected in Nabatean-Aramaic. Idiomatic כדי חזא is known from the Murabba<sup>7</sup>at Aramaic papyri (Mur 19:11, 25; 21:20; Milik had read כדי היא [1961:105, 115], which was corrected by Yadin חזא (כדי חזא), and its parallel in Hebrew is כראוי (cf. P.Yadin 44:13, 16). The name written טבירוס represents the Roman name Tiberius.

The sense of the verb *s-h-r* “to revolve, move around” is uncertain here; it could indicate trade (cf. the Hebrew noun סוחר “merchant”); hence: “was acquired in trade” or: “was turned over,” in the sense of being received as a gift, or acquired in some other way. This is preferable to seeing a reference to location. Literally, the property in question had “revolved”

to the donor from another person (cf. Hebrew לִ–סִבַּב, “to revolve, become the property of–” in Num 36:7, 9). It is not certain what form of speech סִחַר represents. Conceivably, we could have a Peʿal perfect “it revolved.” Shimʿon was known by his Hebrew handle as הַבְּגָד (*habbagād*) “the Clothier” (see below, in line 10). It was customary to refer to previous owners as a way of further identifying properties. Although the names Menaḥem and Shammuaʿ were frequently used, it is entirely possible that the Menaḥem mentioned here was the father of Shimʿon, Babathaʿs own father. If so, Shammuaʿ was Shimʿonʿs brother and Babathaʿs uncle.

**Lines 9–10/41–44:** The word קִיסְמָא may be taken as combining two Arabic words, *qiyāsun* “measure” and *maʿun* (Lane Supplement 3025) “water”; hence: “measures of water.” Aramaic אֲרֵעָא חוֹרְתָא = Hebrew הַעֲפָר הַלָּבֵן “the white land,” a reference to rain-fed land. This Hebrew designation occurs in P.Yadin 44:12, where it is explained in the COMMENTARY.

**Lines 11–13/46–49:** The sense of the Aramaic: דִּי פִלְגִין לִ– is unclear because these words are followed by remains of four letters that are difficult to explain. Most likely they indicate some splitting off of the land, in which case the verb has stative force, and its subject would be the land. Alternatively, it is tempting to translate: “which they (= the heirs) are dividing.” Aramaic בְּרַת “daughter of” Makkutaʿ is probably a scribal error for בֶּר “son,” since Yoḥanah, son of Makkutaʿ, was a well-known person in the Naḥal Ḥever documents. In P.Yadin 22:34, a Greek document, he is the legal guardian (ἐπίτροπος) of Babathaʿ, and in the Aramaic signature of the same document he is referred to as אֲדוֹנָה “her master.” The scribe may have been confused, since Yoḥanah is also a womanʿs name (it occurs as such in an ossuary from the Jerusalem area; Barag and Flusser 1986:40). The sense of Aramaic שְׁקִיא (which has been restored in line 13 from line 46), a term which also occurs in the Nabatean documents (P.Yadin 2:22; 3:3, 24; 36:15), is probably “irrigation ditches” (Levy 4:602; Sokoloff *DJPA* 564; cf. in Syriac, *LexSyr* 798). Also cf. Hebrew שִׁקְת “drinking trough” (Gen 24:20, and see *HALAT* 1522, s.v. שִׁקְת). See also the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: WATER RIGHTS. The Aramaic verb *b-d-r* in the simple stem means “to be apart” and in the Paʿel “to scatter.” The form מְבַדְרִין, therefore, would represent the mpl. Paʿel passive participle.

**Line 13** continues with an additional gift. The word וּשְׁפִלְהוּם is restored by analogy with וְעֵלְיָהוּם, בְּהוּם; in line 49 the normal Aramaic 3mpl. pronominal suffix *-hon* occurs, instead of ending in *mem*, as is the case here, which sounds more like the Arabic *-hum*. Although this could be a (perhaps, intentional) archaic Aramaic form, it seems more likely to be the result of Arabic influence.

#### The Basic Legalities and Conditions of the Gift (Lines 14–18)

**Lines 14–15/50–52:** See the EPIGRAPHIC NOTES to line 14. The remains of several words at the beginning of line 14 are illegible, and unfortunately, the condition of line 50 makes it of

little help. If the reading כֹּזֵת assumed here but not in line 50 is correct, it would not have the function of introducing a further gift but would merely indicate another provision. It was customary to include a provision guaranteeing access through property owned by others. As in line 4, above, the force of Aramaic כלא (here written with an *aleph*) is adverbial: “entirely, in entirety.” As an alternative, כלא could be taken as the direct object of the verb *y-h-b* “to give,” since it occurs at the beginning of the clause, as is normal in Aramaic syntax.

The Hebrew/Aramaic term אסר “binding agreement” also occurs in the Hebrew papyri from Naḥal Hever (P.Yadin 44), in the Nabatean-Aramaic legal documents (P.Yadin 2–3), and in the Bible, both as an Aramaic word (Daniel 6) and as an Aramaism (Numbers 30). This term enjoys a wide range of nuances, and it is necessary in each instance to ascertain its contextual meaning. Here, the expression על אסרה די might suggest a conditional nuance: “on condition that,” but it has been translated as “binding agreement,” with the understanding that it refers to the provisions of that agreement.

Further on in **line 14**, the recipient of the gift is granted the right of usufruct. In legal usage, participial אכל (*ʿākēl*) “eats, eating” is short for the legal formula known in Hebrew as אוכל פרות “eats/eating the fruits,” namely, enjoys the usufruct (*m. Ketub.* 4:4; 6:1). For the same abbreviated formula in Aramaic, see *b. B. Meṣi’a* 68a: מצוי מסלק ל(י)ה “If one profits from its usufruct for a year, he will have the capability to pay him off.” Normally, the right of usufruct connotes less than full possession and may even contrast with it, so that usage here is somewhat flexible. The Aph<sup>el</sup> participle מחסן indicates that the donor would retain possession of the properties while alive, and that they would be transferred to his wife Miryam only after his death. Furthermore, in the Targums to Scripture, the Aph<sup>el</sup> of the verb *h-s-n* translates Hebrew *ʿ-h-z* and *heḥeziq* “to seize, hold,” as well as forms of the verb *n-h-l* “to inherit.” Such Aramaic forms are frequent in Elephantine Aramaic (*DNWSI* 391–92, s.v., ḥsn<sub>1</sub>), but this root apparently does not occur in Jewish Palestinian Aramaic. Semantically, to own by way of inheritance is a form of possession, which may account for the fact that in *b. B. Bat.* 148a we read: “Rav Sheshet said: ‘Let him take, gain ownership, hold, acquire’ are all statements of gift. And in the Mishnah it is stated: “Even: ‘Let him possess and inherit (אף יחסין וירת),’ provided it is proper for him to inherit it.” Also note the factitive formula: ולאורותיא ולאחסו(נ)א “to bequeath and to confer possession” in medieval documents (Assaf 1930:26, folio p. 6a:14; 27, folio p. 6b:14; 28, folio p. 7a:6). The combination of the two verbs *h-s-n* and *y-r-t* may be by way of hendiadys. The metathetical form *s-h-n* is similarly used in Christian Palestinian Aramaic and in Samaritan Aramaic. Thus, the Samaritan Targum renders the Hebrew of Num 18:23: לא ינחלו נחלה by Aramaic: לא יסתהגון סתנה 10:9).

In the Aramaic formula: ופרע פרעון מלכהון (lines 14–15), the form פרע represents yet another in a string of Pe<sup>al</sup> participles whose antecedent is the donor. He commits himself to “paying the payment” (פרעון) of the taxes on the gifted properties because he is still the legal owner of these during his lifetime. The term מלך is best explained as Arabic *mulkun*



Beginning at the end of **line 15** and continuing into **line 17**, the deed of gift makes provision for the expectation that subsequent to its enactment, the donor may use some of his assets as pledges for debt or may sell them. In effect, pledging, sale, and use for one's own sustenance are specifications of the general statement "of what I shall leave of them," as if to say: What I do not pledge, sell, or use for my own sustenance during my lifetime, subsequent to this day, will be left to you, my wife. One could also take the Aramaic **מִן בְּאַתֵּר דְּנִנָּה** as resumptive, referring to the statement of empowerment, as if to say: You will own them "afterwards," namely, after my death.

This provision contains some key terms of reference that require clarification. The Aramaic verb *š-b-q* "to leave, abandon," like its semantic equivalent, Hebrew *ʿ-z-b*, may functionally connote leaving an inheritance. This is illustrated by two examples from Jewish Palestinian Aramaic: (1) *y. Sanh.* 10:10 (21d): **פְּלוּנִי דִּמְךָ וּשְׁבַק יִרְתּוּ לְפְלוּנִי** "So-and-So passed away and left an inheritance to So-and So." (2) *Lev. Rab.* 12:1 (ed. Margalioth, 245, line 4): **וְלֹא שְׁבִיק לָן לְאַחַר מִיתַתִּיהָ כְּלוּם** "And he did not leave to us anything after his death." The same connotation is attested in Jewish Babylonian Aramaic: **שְׁבַק לְהוֹן אֲבוּהַ[וֹן] תְּרַתִּי אֲמַהֲתָא** "Their father left them two slave-women" (*b. B. Bat.* 13b) or: **רַב סַפְרָא שְׁבַק אֲבוּהָ זִוּי** "As for Rav Safrā—his father left money" (*b. B. Bat.* 144a). Also note the usage in Qumran Aramaic: **יְרוֹת[תָּא] דִּי שְׁבַקוּ לְכוּן אֲבַהֲתְכוּן** "The inheritance that your fathers left you" (4Q542 1 i 12 [Puech 1991:33]); and also cf. the same usage in Syriac (*LexSyr* 752) and in Greek **καταλείπω** "to leave" (Yaron 1960:126).

The form **אַשְׁתַּרְהֵן** is restored from line 54. The verbal root *r-h-n* "to pledge" is known from Old Aramaic, Rabbinic Hebrew, Nabatean-Aramaic, South Arabic (Minaean and Sabaeen), New South Arabic, and classical Arabic, and continues in Arabic usage to this day. This verb and its derivatives have been discussed extensively by Greenfield (1974:76–79; 1991:220–27; cf. also Beeston 1979:1–2 and Healey 1993:121). The form **אַשְׁתַּרְהֵן** (*ʾištārḥēn*; Arabic: *ʾistarḥan*) means "has been taken in pledge" and represents the Arabic *Istafʿala*, 3ms. perfect. This term may be described as a morphological Arabism. The form **אַתְזַבְּן** is irregular, because normally an Aramaic form of the Ithpa<sup>c</sup>al stem would reflect the partial assimilation of the *taw* to *zayin* together with the metathesis of these two consonants, producing the form **אַזְדַּבְּן** = *ʾizdabban*. In the Nabatean tomb inscriptions, however, we do find the present construction: **לֹא יִתְזַבְּן וְלֹא יִתְרַהֵן** "It may not be sold or pledged" (Healey 1993:193 on H 28:4). See GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.g; III.c.iv.

In **line 16**, the Aramaic **לְפַרְנוּס נַפְשִׁי** "for my own sustenance" appears, a denominative of the title **פַּרְנוּס** "administrator, guardian," and brings us back to the Hebrew papyri from Naḥal Ḥever, where this official title is discussed (see the COMMENTARY on P.Yadin 44:6). The Pa<sup>c</sup>el-based infinitival form occurring here, **פַּרְנוּס** is attested in glosses to Targum Neofiti on Gen 47:24, where it translates the Hebrew **וְלֹאֲכַל לְטַפְכֶּם** "and for your eating" and **וְלֹאֲכַל לְטַפְכֶּם** "and for your young to eat" (Sokoloff *DJPA* 448), and Late Hebrew attests the feminine counterpart **פַּרְנוּסָה** "support, sustenance." Reflected in such usage is the reality that persons would often be supported by rations or allocations provided through personal executors or

communal administrators.

In the parallel passage of the LOWER VERSION, **line 54**, we have an interesting variant: לחשחות נפשי “for my own needs.” The verb *ḥ-š-ḥ* “to desire, to be in need” is known in Biblical Aramaic (Dan 3:16) and as well the noun forms חשחון “needs” (Ezra 6:9) and abstract חשחות “necessities” (Ezra 7:20). Akkadian attests the frequent verb *ḥašāḥu* “to need, desire, require, lack” (*CAD H* 134) and the noun *ḥišiḥtu* “necessities” (*CAD H* 204).

Reference to “properties and income of properties” is meant to be inclusive. The specific sense of דמי נכסין is elusive. Perhaps it refers to chattel property, such as household vessels (מאני בני), here mentioned again as they were above in line 4 but missing in the LOWER VERSION. The merism “small and large” also occurs in Nabatean and in Arabic documents (see the COMMENTARY on P.Yadin 2:7). On the form מנדעם “anything, whatever,” see above in the COMMENTARY on lines 3–4. Aramaic זעיר “small” is known in most dialects, and in Syriac and Jewish Palestinian Aramaic we have the form זעורא. In Jewish Babylonian Aramaic and Mandaic we have an alternative, זוטא, זוטא “small.” The normal Aramaic word for “large” is ש/סגי(א).

**Lines 17–18/56–58:** The deed proceeds to enumerate the customary rights of ownership that, in the present case, will accrue to the wife, Miryam, upon her husband Shim‘on’s death. The list of rights is idiomatic, and reference to buying and selling (Aramaic למקנא [in certain formulations: למזבן in Pa<sup>el</sup>] and למזבנו [Pa<sup>el</sup>]) is merely a way of indicating full ownership, which, naturally, permits the owner to sell his property as well as to add to it by acquiring more. The same is true of references to bequest and inheritance. The verb *n-ḥ-l* “to inherit” is not known in the Aramaic dialects and is a West Semitic root, attested at Mari as *naḥālu*, where it connotes movement in the opposite direction, having the sense of “to convey, transfer.” In Ugaritic we find the noun form *nḥlt* designating the estate of a deity. There is abundant evidence on the currency of this verb and of its related forms in Biblical Hebrew. The question here is whether the infinitival form למנחל constitutes the simple stem “to inherit” or the Aph<sup>el</sup>, causative stem “to bestow, bequeath.” Both translations are given. In favor of the simple stem is the fact that it would be symmetrical to have a contrast between Aph<sup>el</sup> ולמורתו “to bequeath” (from the root *y-r-t*, Hebrew *y-r-š*) and the simple sense of למנחל “to receive as an estate, inherit.” This would correspond to the other contrast in this statement between buying and selling. And yet, parallelism is also evident here, as between sowing and planting. In Biblical Hebrew usage, the root *n-ḥ-l* refers most often to real property and land (Hebrew נחלה “estate, territory”) whereas *y-r-š*, the Hebrew cognate of Aramaic *y-r-t*, may refer more generally to other possessions. In later documents we find the contrast למירת ולאורתי “to inherit and to bequeath” (Gulak 1926:187), but also the synonymous: ולאורתי ולאחסנא “and to grant as inheritance or bequeath” (Assaf 1930:26, folio p. 6a:14). See the COMMENTARY on P.Yadin 2:9.

The import of the verb *r-h-n* “to pledge as security” has been discussed in the comments to line 16, above. On the right to make the properties a gift, Aramaic ולמנתן, note the formula

in the Aramaic legal documents from Elephantine: “give to whomever you like” (*TAD* B2.3:19 [Cowley 8]). Also note: “and to whomever you like you may give” (*TAD* B3.12:23 [Kraeling 12]). In medieval documents the prevalent formula is: “to buy and to sell, and to give as a gift to whomever he may wish” (Assaf 1930:26, folio p. 6a:14–16).

Sowing and planting are then usual agricultural activities. In later formulations (Assaf 1930:27, folio p. 6b:16) we find additional terms, such as “to reap, cut,” “to plant,” and “to uproot.” The formula “and to remit their dues” refers to various taxes due on the properties. On the many forms of the infinitive construct see Greenfield 1990:80.

Further in **line 18**, there is a formula allowing an owner to do with his possessions as he wishes. Such formulae are attested in legal documents from different periods. Note the following: (1) In the Nabatean tomb inscriptions: “that you may do anything that you wish” (Healey 1993:189 on H 27:4). (2) In XHev/Se 50+Mur 26, lines 12–13: “Forever are the above (named) purchasers in the matter of this parcel and their heirs empowered to buy and sell and to do with it whatever they wish” (Yardeni 1997:127). (3) In P.Dura 28, a sale document of a female slave from Dura-Europos written in Syriac, lines 11–12: “You, Tiro, the purchaser, and your heirs are empowered over this female slave whom you purchased for yourself to buy and sell and to do with her whatever you wish (*wlm<sup>c</sup>bd bh kl dtšb*)” (Goldstein 1966:2). The Hebrew counterpart: “to do with it all that you wish” occurs in a legal document from Murabbaʿat (Mur 30; Milik 1961:145). Alternate formulations occur in later documents, such as: “and to do with this sale whatever his wish,” and “and to do with this gift all that his heart desires” (Gulak 1926:186). For a discussion of the biblical expression: “whatever he desired he did” (Ps 115:3; 135:6), see Hurvitz 1982, and note the parallel Akkadian idiom *epēš šibūta* “to do business” (*CAD* E 218; *CAD* Š 170–71, s.v. *šibūtu*).

The rights of ownership are transferred to one’s heirs. In the LOWER VERSION (**lines 57–58**), we find an alternate statement: “you and your sons that will [be (born)] to you from me.” The verb “to have possession” connotes acquisition. In **line 58** we find *mn* rather than *wmn*, and the formulation differs. Cf. just below, in line 19.

#### Guarantee of Clearance from All Future Claims (Lines 18–24)

**Lines 18–20/57–60:** Beginning in line 18, four terms for oaths and vows are listed. The term “vow” and forms of the verb *n-d-r* are known in Biblical Hebrew, Ugaritic, Phoenician, and Aramaic. The term *moʾma*, which also occurs in the Nabatean papyri from Naḥal Ḥever (P.Yadin 2:10, 15, 32; 3:11, 35; 4:15) derives from the root *y-m-ʾ* which is cognate with Akkadian *wamāʾum/amū* “to speak” and from this: “to swear, pronounce a curse.” In various dialects of Aramaic this term also appears as *moʾmeta* (abbreviated *moʾta*), cf. Akkadian *māmītu*, “oath, curse” (*CAD* M 1:189–95). Also cf. the plural form *mwm<sup>t</sup>* in Mandaic (Drower and

Macuch 1963:262a) and in Syriac (*LexSyr* 303, s.v. ܕܝܡܢܐ). In Jewish Palestinian Aramaic we find the form מוּמִי (Sokoloff *DJPA* 295). The term אסר “binding agreement” has already been discussed above in the COMMENTARY on line 14. As for the term שבוּעָה “oath,” it is best regarded as a Hebraism even though it is attested in some Aramaic dialects and in Samaritan Aramaic (Levy 4:500–1; Sokoloff *DJPA* 533–36). All of these four terms: גִּדָּר, מוּמִי, שבוּעָה, and אִיסַר appear in Jewish documents from the Cairo Genizah in various formulae and in close proximity (Friedman 1980:1:263; cf. also Sirat et al. 1986:20–21, lines 6–7, where the reading דַּעְתִּי should be corrected to רַעְתִּי; see the COMMENTARY on P.Yadin 10:2–4).

Provision is made to cover claims brought by agents of one’s sons or heirs. This stipulation is repeated below in line 21. In **line 19**, the form אנוּש “person” instead of the expected Aramaic form אנּוּש appears to be Hebrew. It is rarely attested in Qumran Aramaic, but interestingly, it occurs frequently in Nabatean, and is also attested in Palmyrene (see GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.h). In the Elephantine Aramaic papyri we encounter similar designations such as איש זילי “a person associated with me,” איש לי “a person of mine,” and איש בשמי “a person (acting) in my name” as we have here. For examples see *TAD* B2.3:12; B2.9:10–14; B2.10:13; B3.9:4–6 (Cowley 8, 20, 25; Kraeling 8).

**Line 20:** See the EPIGRAPHIC NOTES to line 20. The uncertain reading is likely to be either: בּנוּק מִתְּנַתָּא דָּא or: בּנוּף מִתְּנַתָּא דָּא. The sense of “damage” (בּוּק) might fit the immediate context if we were to translate: “for any damage against this gift,” which is to say that the guarantee of clearance protected the recipient fully. The terms בּוּק, גּוּקן do occur in the clearance clauses of Judean Desert documents. Cf. וּגּוּקָן וּבַטְלָה “damage and annulment” (XHev/Se 9:9; Yardeni 1997:40). More likely we have an Arabism, *naufun* “full extent, excess, surplus” (Lane Supplement 3039; Wehr 1971:1185). This would yield the translation: “to the full extent of this gift.” This was Yadin’s understanding (in manuscript). Cf. Assaf 1930:29 folio p. 7b:17–18, where, in a deed of gift, we read: “A final gift, fixed, ir retrievable (חֲלִיטָא), valid and in force, granted in full (יְהִיבָא וּמְשַׁלְּמָה).” This is another way of guaranteeing complete conveyance of the gift.

**Line 21:** The Aramaic combination דִּין וּדְבַב “suit or contest” expresses the well-known Akkadian legal idiom *dīnam dabābum* (and variations of the same; *CAD D* 10, s.v. *dabābu*) and it occurs frequently in the Aramaic Elephantine papyri (see examples in *TAD* B2.2:12; B2.4:13; B2.9:11 [Cowley 6, 9, 20]). Also cf. Deut 17:8: דְּבַרֵי רִיבּוֹת ... בֵּין דִּין לְדִין “In legal suits ... contests involving disputes,” wherein Hebrew דְּבַר is semantically equivalent with Akkadian *dabābu*, Aramaic דְּבַב.

It is best to take: יִרְתִּי וְאַצְדְּקִי as hendiadys: “my rightful heirs.” In the Nabatean texts the sequence is reversed. The combination אֲצַדְקָ וִירְתָּ also occurs in P.Yadin 36:20, 21, where it was originally translated: “*l’ayant droit et l’héritier*” (Starcky 1954:165; see the new edition of P.Yadin 36 [Yardeni 2001]). The form אֲצַדְקָ reflects the Arabic ellative, which often expresses the superlative and is used in personal names. It also conveys an adjectival sense.

The term אצדק occurs in the Nabatean tomb inscriptions (Healey 1993:264 Glossary, s.v. *ṣdq/ṣdq*) in the sense of “rightful heir” (cf. Cantineau 1930–32, who translates the idiom: אצדק באצדק both as: “*chacun suivant son droit*” [1:88]; and as: “*par droit d’héritage*” [2:139, Lexique, s.v. \*צדק]; see also *DNWSI* 963, s.v. *sdq*<sub>3</sub>, meaning 3).

**Lines 22/69:** The donor guarantees clearance from all claims against his wife or the children she may bear from him, and against all others who exercise rightful possession. In the LOWER VERSION this provision appears as part of the concluding statement (**line 69**) and the wording is slightly different: כתבת ואברית יתכי “I granted written clearance to you.” Furthermore, the reference to offspring is absent there. For further discussion of the verbal root *b-r-ʿ/b-r-y* “to clear” see Greenfield 1992b:11–17, and cf. the forms ובראונא, ובראון in the Nabatean-Aramaic papyri from Naḥal Ḥever (P.Yadin 2:13, 36; 3:40). The form ולד is more likely an Arabism, meaning “descendant, child,” whereas in Hebrew/Aramaic this form more often means “embryo” as well as a baby shortly after birth. In the Nabatean tomb inscriptions we find the combination אצדקה וילדה “heirs and descendants” within inheritance provisions. We do not know whether Shimʿon had children in addition to Babathaʿ, and it is somewhat strange that this clause was added in the UPPER VERSION if it is correct that it was written subsequent to the LOWER VERSION.

**Lines 23/60:** The idiom “distant or near” appears frequently in the Elephantine Aramaic papyri. For examples see *TAD* B2.1, 2.2, 2.7, 3.2, 5.1 (Cowley 1, 5, 6, 13, 43). The adjectives רחיק וקרוב are ambiguous and may designate “unrelated and related” or may connote merely physical distance or proximity, which was the view of Yaron who cites instances of the merism רחוקים וקרובים in biblical diction (Deut 13:8; Jer 25:26; Esth 9:20; Dan 9:7). Yaron (1961:120) explains that

in all these passages (relatively close in time to the Elephantine documents) רחוקים וקרובים is used in a local sense, “those near by and those far away.” This suggests, tentatively at least, a similar meaning in the documents under discussion. If this is correct, the promise refers to persons present or absent: the alienee is assured that there will be no interference not only by persons present (who had opportunity to know of the transaction and could have objected to it), but also by persons far away at the time.

In contrast, Healey (1993:90–91 on H 3:5–6) favors the relational interpretation: “related or unrelated.” The matter is actually quite subtle. Muffs (1969:16–29, 231 Index) takes רחיק and related forms in the Elephantine papyri to refer to one who is alienated, in the sense that he has no claim, not to one who is physically distant. This was the view of Yadin on the import of the present statement (Yadin 1962:241). This would correspond to the usage of the Pi<sup>c</sup>el participle מרחק “to alienate, transfer” in respect of ownership of property or goods (J. Rabinowitz 1956:21–23, and cf. *DNWSI* 1074, s.v. *rḥq*<sub>3</sub>, meanings 3–4; and *m. Ned.* 1:1). We must also consider that in Late Hebrew קרוב is the term for “relative,” and that removing

someone from the family is conveyed by the Pi<sup>c</sup>el of the root *r-h-q* (*m. Qidd.* 2:3; *m. 'Ed.* 8:4–7).

**Lines 24/65:** The specific forms מתנתא “gifts” and בראוניא “clearances” are plurals, with the latter being an Arabic term that has been “Aramaized” as a determined plural. The expression כחליקת “as is the nature of, as is customary” is an Arabism characteristic of the Nabatean tomb inscriptions and the Nabatean-Aramaic legal documents from Naḥal Ḥever (see the COMMENTARY on P.Yadin 2:13; also cf. כנומוס in the COMMENTARY on P.Yadin 46:6). The occurrence of this expression in a Jewish Aramaic document further demonstrates the influence of Arabic on the style of the scribe who wrote this deed. The Aramaic formula די מתכתבין לעלם, literally: “that are (granted) in written form in perpetuity” emphasizes the fact that the gift was granted by deed.

#### Exceptions and Derivative Rights, with Attendant Guarantees (Lines 24–28)

**Lines 24–26/65–69:** The father, Shim<sup>c</sup>on, makes an exception for his daughter, Babatha<sup>ʿ</sup>, in the event that she is widowed. Aramaic בלחוד corresponds in meaning to Hebrew בלבד “except, with the exception of.” It serves to limit the rights of the wife, Miryam, in certain specific respects. In this case, Shim<sup>c</sup>on, the father, guarantees to his daughter, Babatha<sup>ʿ</sup>, what amounts to a “a widow’s residence” (in Rabbinic language בית אלמנות, בית ארמלות). The most explicit source for this practice is *t. Ketub.* 11:7: “One who orders: ‘Provide a widow’s residence for my daughter’—they do not provide her (with the same) unless she commits herself to reside therein, and the heirs may constrain her lest she let it to another person. For this reason, if she died they inherit her (rights)” (ed. Lieberman, 94, and cf. *m. B. Bat.* 6:4; *b. Ned.* 39a). According to the Tosefta, the daughter must reside in the widow’s house and may not let it, but there is no mention of any restriction against having the widowed daughter bring in a second husband should she subsequently remarry. This restriction may be implied, however, in the very provision for a widow’s residence, it being understood that only while the daughter remained in a state of widowhood did she have the right of residence. Nevertheless, Yaron, in discussing the Tosefta passage, notes that according to Roman law a widow who inherited a house was permitted to bring into it her new husband (Yaron 1960:220). This document, which was written under Roman rule, may have sought to counteract this eventuality.

**Line 25** begins with a relative clause employing the Old Aramaic form of the conditional particle, namely הן. This word likely reflects the scribe’s Nabatean influence, as this form of the conditional particle persisted in Nabatean-Aramaic, whereas other contemporary Aramaic dialects used אן (see GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.e.vi).

It was noted in the comments to line 7, above, that usage of the verb <sup>c</sup>-*m-r* “to dwell, reside,” reflected the influence of Arabic. The term בית אוריִיא allows two interpretations: (1) a crib or pen, (2) a storage place for grain. The former suggests comparison with אורווה (*HALAT* 82, “stall, stable”), whereas the second reflects Rabbinic usage: האוריות והאוצרות

“the storage places and treasuries” (*t. Maʿas.* 2:20, ed. Lieberman, 236; see Levy 1:164, s.v. אוריית). The term אוריית reflects Greek ὄρειον and Latin *horreum* (Lieberman 1955–88 2:691). In any event, reference is to a small structure located in the courtyard. The Mishnah (*B. Bat.* 6:4) stipulates the size of marriage residences and widow’s residences as follows: “He builds four by six cubits, the words of Rabbi Akiba. Rabbi Yishma<sup>el</sup> says: That is a crib for cattle! One who wants to build a crib for cattle builds four by six cubits; a small house is six by eight.” Both agree, however, that reference is to a small structure that could be dubbed a cattle crib.

In the continuation of **line 25**, the recipient is guaranteed the right of entry and egress. This right is fundamental to ownership by purchase or through receipt of a gift, and is known from the Elephantine Aramaic legal papyri. If it had not been made explicit, Miryam would have been able to bar entry and egress to Babatha<sup>ʿ</sup>. This right is denied in XHev/Se 8a:9–10, a document from the Judean Desert originally published by Milik (1957:264) and later reedited by Yardeni (1997:36): “and you have no right with me inside the courtyard that belongs to me, or to enter o[r] exit through (what belongs) to me.”

However, Babatha<sup>ʿ</sup> has no right to bring a new husband into the space allotted to her for her personal use. In **line 26**, the infinitival form למנעול “to bring in” is complex. The spelling with *nun* follows the practices of Old Aramaic in realizing the Aph<sup>el</sup> of the root ʿ-ל-ל “to enter.” The ending in *waw* follows the practice with respect to the Aph<sup>el</sup> infinitive construct in Syriac and Christian Palestinian Aramaic. Similar forms are attested in other Judean Desert documents (see Greenfield 1990). The donor reiterates the usual guarantees, now covering the rights just added.

In **line 27**, we have the idiom מן כל עלת מנדעם “from any cause, whatsoever” (and with slight variations in the LOWER VERSION, lines 70–71). The term עלת is derived from the verb ʿ-ל-ל “to do, act” and means “cause, pretext” (Sokoloff *DJPA* 404, s.v. עילה; Levy 3:650–51, s.v. עליה). Levy cites Syriac ʿ*eltā* and Arabic ʿ*illatun*.

**The Contingent Duties of the Wife to Her Husband during His Lifetime (Lines 28–29)**  
**Lines 28–29/62–63:** The deed of gift concludes with a binding agreement (or perhaps “condition”), Aramaic אסר, that Miryam will continue to be Shim<sup>on</sup>’s wife as long as he lives and will use some of the resources of the present gift to care for him, as she had cared for him previously (on the term אסר, see the COMMENTARY on line 14 and on P.Yadin 44:16). All that has been granted to Miryam is, in effect, conditional on her performing these services. Should the couple be divorced, this agreement would no longer be binding. The stipulation מן קדם דנה “as was previously” and its variant כקדמיתא, coming at an earlier point in the LOWER VERSION, line 62, are temporal in force. In XHev/Se 13:6 we have: מן קדמת דנן “previous to this time” (Yardeni 1997:67). Similar provisions are known in Syriac: *mn qwdm d-* “beforehand,” and the very expression we have here: *kqdmyp*<sup>ʿ</sup>. Sokoloff (*DJPA* 475) lists the form קדמיי, and renders the form קדמייתא as both “first” and “previous.” Other variants in

Targumic literature include: בקדמיתא (Levy 4:247, and cf. Dan 7:4, 8). Targum Onkelos translates כראשונה in Deut 9:18 as בקדמיתא, and in Isa 1:26 the Hebrew כבראשונה is rendered כבקדמיתא. The same Hebrew form is rendered כדבקדמיתא in the Targums to Judg 20:32; Jer 33:7, 11.

The feminine Pa<sup>c</sup>el participle משמשה derives from the root *š-m-š* “to serve,” which is well known in Mishnaic Hebrew and in various later Aramaic dialects. In Talmudic literature it usually refers to the service performed by students attendant upon their masters, but it is not used to characterize the services a wife performs for her husband. It is unclear as to which services are intended here. There is little warrant for seeing exclusively, in the context of the present document, the sexual nuance associated with the verb *š-m-š* in the terms שמוש מטה, or: תשמיש המטה “‘service’ of the bed.” Clearly reference here is to normal services in caring for one’s husband. Given the frequency of references to the service performed by students for their masters, or of a son for his father, one can understand the extension of this concept to the services performed by a wife for her husband’s father, according to *m. Giṭ. 7:6*; *b. Ketub. 40b, 51a*.

The normal services of a wife are outlined in *m. Ketub. 5:5*: “These are the tasks (מלאכות) that a wife performs for her husband: she mills and bakes and launders; cooks and suckles her child; she lays out his bed and works with wool.” There is no full discussion of these tasks in either the Babylonian Talmud or the Palestinian Talmud, and such requirements are not mentioned in Babylonian *ketubbot*, but they are in the Palestinian *ketubbot*, where we often have detailed statements of a wife’s services to her husband. This subject is discussed at length by M. Friedman (1980:1:181–91). One of the terms used is פלחה “she does service,” and Friedman compares the clause in our document to that appearing in medieval marriage contracts: ולמשמשה יתי ... לאנתה “to be my wife ... and to serve me” (Friedman 1980:2:167, no. 14:5, and see Yadin 1962:243–44, which deals with this clause). He also calls attention to the statement in *y. B. Meṣi’a 7:1* (11b): “A man who set out to betroth a woman from a different locality is required to negotiate conditions with her and to declare to her: ‘On condition that you perform in such a manner, on condition that you eat in such and such a manner.’” It is possible that the clause appearing in the present deed of gift is taken from marriage contracts, but there is no sign of any similar formulation in the Aramaic or Greek marriage contracts from the Judean Desert. More likely the present provision is akin to what we find in living trusts from Elephantine wherein a father grants property to his daughter during his lifetime on condition that she will attend to his needs and expenses in his old age. The operative verb in Elephantine Aramaic is *s-b-l* “to carry a burden”; hence: “to support.” This theme is discussed by Muffs (1969:39 n. 4), with specific reference is to *TAD B3.10:16–18* (Kraeling 9): “I have given it (= the gift) to Yehoyishma<sup>c</sup>, my daughter, upon my death, in love, in consideration of her having cared for me (לקבל זי סבלתני) when I am in old age. I was incapacitated, and she cared for me. So, I have provided for her at my death.” Also see Held (1968:92 n. 52) and *DNWSI 774–75*, s.v. **sbl**<sub>1</sub> and **sbl**<sub>2</sub> (= the noun meaning “sustenance”).

## ARAMAIC LEGAL POPYRI

The UPPER VERSION concludes in line 29. The LOWER VERSION concludes more simply.

### VERSO

#### **Signature and Witnesses (Lines 73–79)**

Conventions governing signatures are discussed in the GENERAL INTRODUCTION: FORMAL FEATURES OF THE POPYRI: SUBSCRIPTIONS AND WITNESSING. Also see the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES. In **line 73**, the force of כתבה is possibly factitive: “He issued it.” However, as this is the signature of the person in whose name the deed was written, it may mean “he signed it”; and as no scribe is mentioned, it can simply mean “he wrote it” (cf. P.Yadin 10:20).

## P.Yadin 8 (= 5/6Hev 8): A PURCHASE CONTRACT IN ARAMAIC

Plate 33

3 Tammuz, Year 17 of Provincia Arabia; Year 5 of Hadrian

### INTRODUCTION

P.Yadin 8 is a contract in Aramaic recording the purchase of an ass (or donkey) and a female animal, either a she-ass or some other animal, by Yehoseph, son of Shim'on, from his brother, whose first name is missing. The contract can be dated to 122 CE, or as stated, seventeen years after the founding of the new Provincia Arabia in 106 CE. The papyrus is fragmentary, but its conventional terms and formulae are well known from other Naḥal Hever and Murabba'at papyri in Aramaic, and even from the Hebrew documents, which are heavily infused with Aramaistic features. Like P.Yadin 7, a much more elaborate Aramaic document pertaining to gifts of land and property, the present document also bears a strong formulaic affinity to the Nabatean-Aramaic documents of the Yadin Collection. The reader will be referred to the relevant sources where these terms and formulae are explained. A few restorations have been suggested to fill in some of the gaps. It is of interest to note that sales of chattel property were often formulated in the same way as sales and leases of real property. Nevertheless, the present document is simple in form, whereas most sales of real property were recorded in double documents.

Since the main problems in the interpretation of P.Yadin 8 result from gaps at important junctures, it would be better to raise them at this point, rather than in the COMMENTARY where only particular aspects will be discussed. It is important to emphasize that the present document speaks for the purchaser who issued it and who is signatory to it. It is formulated from his perspective, beginning in the third person (lines 1–4a), in the objective mode (namely, “he purchased”), and then shifts to the first person (lines 4b–9), in the subjective mode (namely, “I have received”). After recording the transaction, the purchaser acknowledges receipt of the animals and states his satisfaction, saying that he has no further claim on the vendor, literally: “there is [nothing] of mine with you (לִי עִמָּךְ)” (lines 5b–6).

After the first word in line 7, אֲנִי “I,” namely, the purchaser, Yehoseph, son of Shim'on, there is a gap, but the remainder of the line reads very much like a defension clause. We would expect the vendor or previous owner to guarantee clearance to the purchaser or lessee, as the case may be. Since, however, this document speaks throughout for the purchaser, line 7 more probably represents a statement by the purchaser. He could be addressing the vendor, obligating him to guarantee the purchase from any challenger, far or near. Or, the purchaser could be stating, in the first person, that he disavows any further liability from any quarter, far or near.

Lines 8–9a, as broken as they are, represent a stipulation often found in contemporary legal documents wherein one of the parties accepts the imposition of a penalty for abrogating the terms of the contract (cf. P.Yadin 2:15; 3:17–18). Here, the acknowledgment of liability

is stated by the purchaser in the first person, addressing the vendor in the second person: “And if I ... and I deviate (ואשנא) from this ... you *will have* with me (= I owe you) the entire [... (= *amount*)].” The sense is that if the purchaser ever comes back at the vendor and says that he was not satisfied with what he had received, or claims that he never received the animals in question at all, he would be liable for “all, the entire amount.”

Because of a gap at this point, we cannot tell for certain what the purchaser would owe the vendor in case he deviated from the specified terms; whether the entire cost of the animals or possibly something else. The cost of the two animals totaled five sela’s, so that the sela’s mentioned in line 9a—whose number is illegible, but which cannot be five in quantity (see the EPIGRAPHIC NOTES)—most likely represent an additional penalty, similar in effect to the doubling or even quadrupling of penalties ordained in biblical and other ancient legal systems for stealing or fencing animals and other property. Finally, the Roman ruler is also rendered his permanent due in the customary amount. The fact that this provision, which is prominent in the Jewish Aramaic and Nabatean-Aramaic land transactions, is here included in a document recording the sale of chattel property, more or less determines that the intended payment, whether due to the Nabatean king or subsequently to the Roman ruler, did not represent rent or a leasing fee, but rather a tax payment to the governing authority. Comparable provisions occur in other Naḥal Ḥever documents (see the COMMENTARY on P.Yadin 2:13–14).

Line 10 lists three names in succession. The first is that of the purchaser, Yehoseph, son of Shim’on, who apparently signed for himself. The second is that of one Yehonathan, son of Yishma’el, followed by a verb with the object suffix: כתבה “he had it written; he issued it.” This means that Yehonathan was an official of some sort who issued the document. Finally, there is the name of Yoḥanan, son of Makkuta’, whom we know to be the scribe. Above his name there is a superlinear addition of one word, of which only the final letter, *mem* (or possibly *he*) survived. This addition most likely designates Yoḥanan’s title as that of “scribe” (see the COMMENTARY). Two witnesses are then listed in Aramaic (lines 11–12), and a third witness signed in Greek.

## P.Yadin 8: A PURCHASE CONTRACT

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 8.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Simple deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded, packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements: 16.3 x 14.6 cm.

Direction of fibers on Recto: Parallel to the text.

Description of Damage: The main damage is on the left side, where the ends of most of the lines are missing, and along the folds, particularly along the second fold on the right. One of the two tiny fragments that fell off from the left fold apparently belongs to line 2, whereas the precise place of the other fragment has not yet been determined.

Joins: No join is visible.

Direction of Folds: Right to left.

Height of smallest fold: Ca. 1.5 cm (right fold).

Height of largest fold: Ca. 3 cm (second fold from left).

Number of lines (including signatures): 13

The body of the deed: 9

Signatures: 4

Height of text: Total (including the signatures): 12.8 cm.

The body of the deed: Ca. 9.5 cm.

Signatures: Ca. 3.5 cm.

Maximal Width of text: Ca. 14. cm.

Maximal Measurements of Margins:

Upper margin: No margin left (on purpose).

Lower margin: Ca. 2.5–3 cm.

Right margin: Ca. 1 cm.

Place and Direction of Signatures: Recto; parallel to the text.

Special notes concerning the signatures: Except for the last one, all signatures are in the "Jewish" script; the last signature is in Greek. In the first line of signatures, three persons have signed their names: the first one—Yehoseph, son of Shim'on—is the purchaser in whose name the deed was written. His signature is very fragmentary. The second one to sign was Yehonathan, son of Yishma<sup>o</sup>el, whose role is not clear. He may have been another witness or a supervisor, as is perhaps indicated by the word כְּתִבָּה following his name, the exact meaning of which still requires clarification. The third signature in this line is that of Yoḥanan, son of Makkuta<sup>o</sup>, who is known from other Naḥal Ḥever documents as Yoḥana<sup>o</sup>, son of Makkuta<sup>o</sup>. He apparently was the scribe of this document, as indicated by the resemblance of the handwriting in his signature and in the text. Here he signs his Aramaic name, in the "Jewish" script while elsewhere he signs in Nabatean. The ligature of the word מְנַדְעָם in line 6 exposes his identity also as the scribe of the Nabatean documents P.Yadin 6 and 9 where a similar ligature appears (despite the difference between the Aramaic and Nabatean scripts). It seems that he also wrote the preceding signature. A supralinear addition, above his signature, perhaps designates his role; only a final *mem*, however, survives instead of the expected *aleph* of סָפֵרָא ("the scribe"). Two more signatures belong to witnesses, both known from other Naḥal Ḥever documents. The Greek signature may be that of an official who confirmed the deal.

Scribe: Yoḥanan, son of Makkuta<sup>o</sup>; the same hand as that of P.Yadin 6, 9, and 22 (subscription).

Description of Script: Extreme cursive letter-forms, but only a few ligatures. The final *mem* in lines 6 and 10 (supralinear) testifies to some Nabatean influence. A rapid script written with a skilled hand.

Average height of medial *mem*: 0.3–0.4 cm.

Average space between lines: 0.4–0.6 cm.

ARAMAIC LEGAL PAPYRI

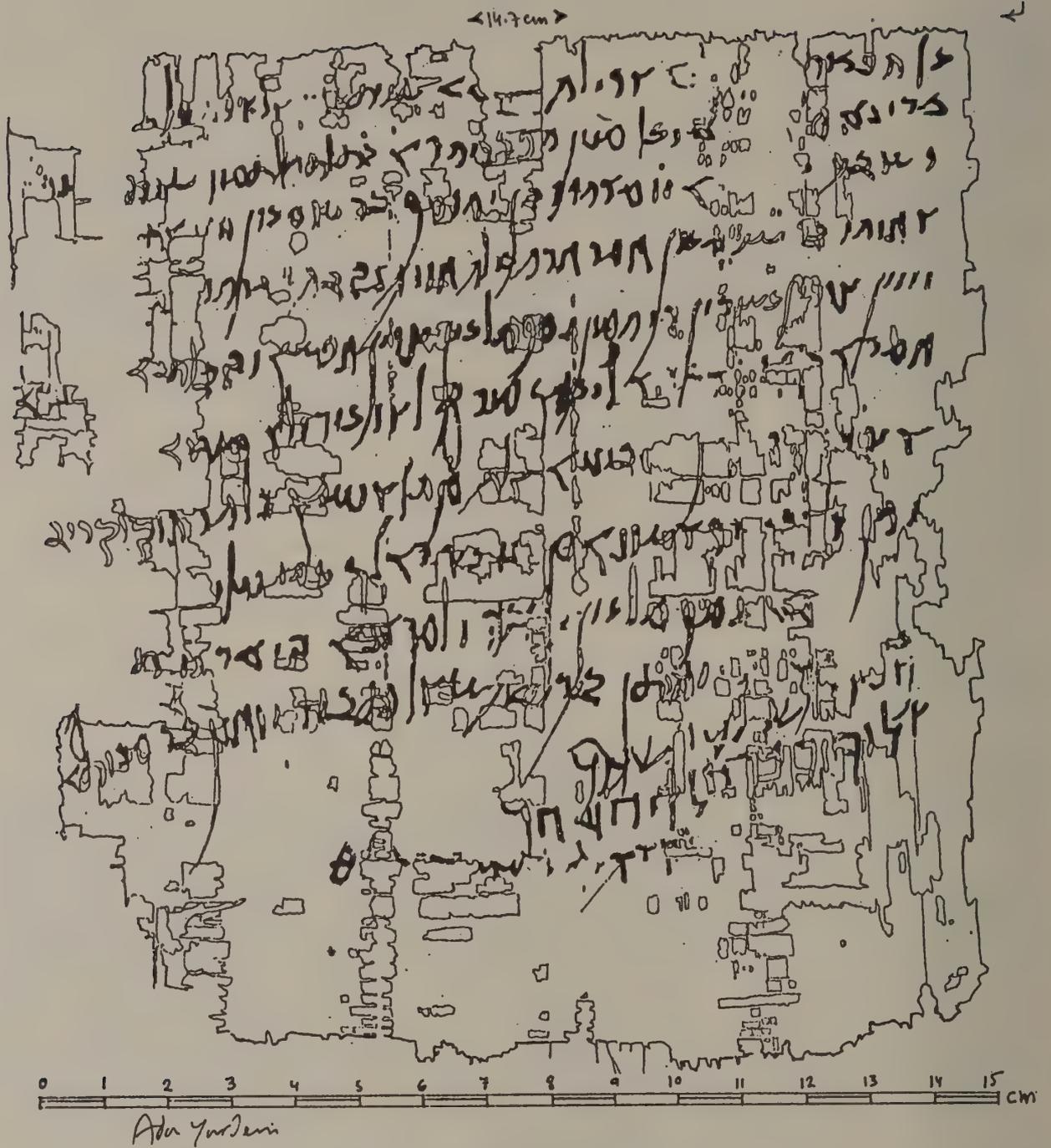


Fig. 8. P. Yadin (5/6 Hev) 8: Recto

**P.YADIN 8: TEXT**

1 על הפטי[ת] אקל[ם] אוילה [ופנ]סא שנת [חמ]ש לאוטקלט[ור] קיסר  
 2 טרינס ה[דרין]ס ועל מנין ה[פר]כיה דא בתלת[יא] לתמוז שנת[ע]ש  
 3 ושבע [ב] א יומא הו זבן יהוסף בר שמעון מן א [ ]  
 4 אחוהי בר[שמ]עון חמר חדה כולה חור ונקבה חדה [ ] כסף  
 5 זוזין צו[רין] עש[רין] די המון כסף סלעין צרין חמש וקבלת אנה יהוסף  
 6 חמרא [ ] [ ] א לי עמך מנדעם לא זעיר ולא סגי[א] [ ]  
 7 אנה [ ] [ ] בז[ביני]א אלה מן כל אנוש כלה רחי[ק] וקריב  
 8 והן א [ ] ואשנא מן דנה [ ] לך עמי כול [ ]  
 9 [ ] כסף סלעין [ ] ולמראנא קיסר כות  
 [ ]  
 10 יה[וס]ף בר[שמעון] [ ] הנתן בר ישמעאל כתבה יוחנן בר מכותא  
 11 אלעזר [ב] שמעון שהד  
 12 אליעז[ר] בר חלקיה שהד  
 13 (SIGNATURE IN GREEK)

**TRANSLATION**

- <sup>1</sup> During the consula[te of Aciliu]s Auiola [and (Corellius) Pan]sa, year [fiv]e of the *Imperato*[r, Caesar]  
<sup>2</sup> Trajan Ha[drian] (Augustus); and according to the counting of this p[rov]ince, on the third of Tammuz,  
 year ten  
<sup>3</sup> and seven (=17) [in ...]... (=GN)]. (On) that day, Yehoseph, son of Shim'on, purchased from ...[...  
 (=PN),]  
<sup>4</sup> his brother, so[n of Shim]on, one donkey, entirely white, and one female (= she-ass?) ...[... (for the sum  
 of) silver]  
<sup>5</sup> [twe]nty Ty[rian] denarii (*zûzîn*), which are equal to silver, five Tyrian sela's. And I have rece[ived, I,  
 Yehoseph]  
<sup>6</sup> the donkey (or: donkeys) ... [and] I will [not] have with you anything (= you do not owe me anything),  
 neither small nor larg[e .... *And cleared*]  
<sup>7</sup> *am I, Ye[hoseph, so]n[ of Shim]on, [regarding] these [p]urchases, from any person whomsoever, fa[r or  
 near.]*  
<sup>8</sup> And if I ... and deviate from this, you will have with me (= I will owe you) the entire [... (= *amount*).]  
<sup>9</sup> [...][...][...]silver (in the amount of)... (= *eight*) sela's. And to our lord, Caesar, as well.  
<sup>10</sup> Yeh[os]eph, son of [Shim'o]n; [Ye]honathan, son of Yishma'el; he issued it. Yoḥanan, son of Makkuta',  
 (*supralinear*) [...]... (= *the scribe*).  
<sup>11</sup> יEl'azar, [so]n of Shim'on, witness.  
<sup>12</sup> יEli'ezer, son of Ḥilqiyah, witness.  
<sup>13</sup> *Greek signature*

## EPIGRAPHIC NOTES

The extreme cursive handwriting of this document and the abundance of ligatures compel one to rely mainly on the context and less on the forms of the letters.

**Lines 1–2:** In line 1, the word after שנת “year” has been restored as ש[חמ] “five” even though the remains of the final letter resemble an *aleph*. The scribe, however, distinguished between medial and final *aleph*, and this letter looks like the medial rather than the final form. Consequently, it has been interpreted as *shin*, the right part of which is missing. The reading ש[חמ] would fit the restored name פנ[טא], as in Corellius Pansa, who served as Roman consul along with Acilius Auiola in 122 CE, the fifth year of Hadrian (Degrassi 1952:36). The names of the Roman consul and of the Caesar can be restored reliably as indicated. The two further restorations in line 2 are certain.

**Line 3:** This is the normal slot for the relevant place name, following registering of the year. About five or six letters are missing in this gap. The formula for registering place names begins with prepositional *beth* “in,” and here the missing name ends in *aleph*. Possibly read: א[במחוז] or: א[בגלגל], two sites known in the Naḥal Ḥever papyri (P.Yadin 2, 3, 6, 7, 36, and 44; also see GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: VENUES).

**Line 4:** According to the usual formula, we restore [כסף] at the end of the line, which immediately precedes the stipulated amount at the beginning of line 5.

**Line 5:** The bracketed restoration: צו[רין עש]רין “[twe]nty Ty[rian] denarii” is certain, and later on in the line, we restore on a formulaic basis: [אנה יהוסף] “And I rec[eived, I, Yehoseph].”

**Line 6:** Following the first word חמרא “the donkey,” there are two or three illegible words: א לי עמך [ ] (see the COMMENTARY for problems of restoration). After restored [א]גניא “large,” there is further space for text, a matter also discussed in the COMMENTARY.

**Line 7:** If the reading אנה “I” at the beginning of the line is correct, the words missing in the following gap may represent the name of the purchaser. This restoration is supported by the remains of a final *nun* (ending the name Shim'on). Following this, we have the words: [בז]ביניא אלה “[in (= regarding)] these [p]urchases.” At the end of the line, we restore on a formulaic basis [ב]קרוב “far or near.”

**Line 8:** After the conditional והן which begins the line and which initiates the penalty clause, a legible final *aleph* preceding the words לך עמי belongs to a verb in the third person, most appropriately: יהוא “there will be,” preceded by an unidentifiable letter (see the COMMENTARY). At the end of line 8, the papyrus is torn, with one or two words missing.

**Line 9:** There is a gap at the beginning of the line that has not been restored. Following we have the remains of several letters, possibly a number specifying the sum of the penalty. Following the words כסף סלעין “silver sela’s” there are remains of a word. Except for the final *he*’, the word is illegible. The monetary unit סלע being feminine, the only number that fits is תמונה “eight,” but this restoration is uncertain because the remains of the letters hardly resemble the expected form of תמונה.

**Line 10:** There is a supralinear addition above the name of Yoḥanan, son of Makkuta’, ending in what looks like a final *mem* or a final *he*’ in the formal script style, thus deviating from the style of this document. This could yield: ספר[ה] “the scribe,” which is what Yoḥanan’s role in fact was, as explained below in the COMMENTARY.

## COMMENTARY

### Essential Information (Lines 1–5a)

Lines 1–5a list the date, name the parties, and identify the objects purchased and their sale price. Most of the formulary, including the conventional triple dating, has been explained in the COMMENTARY on P.Yadin 7:1–2. Line 3 uses formulaic יומא הו “that day.” This formula occurs several times in the Nabatean documents (P.Yadin 1:2, 13, 47; 2:2, 20; 3:22), whereas in the Jewish Aramaic texts from Naḥal Ḥever, the formula יומא דנה is more prevalent. Aramaic חור “white” is common usage, often in references to arable land as being “white” (see P.Yadin 7:10, 44: ארעא חורתא and the COMMENTARY *ad loc.*). The syntax is characteristically Aramaic: כולה חור, חמר חדה, “one ass/donkey, entirely white.” The force of Aramaic כולה is adverbial, as is often the case. Note that the masculine determined form חדה “the one” is to be assumed for the male animal, whereas the same form when modifying the female animal being referred to would represent the feminine form of the number. If we translate חמר as “ass, donkey,” the female animal purchased might have been a she-ass. Also note in line 5, the customary equivalence formula for specifying currency, explained in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: CURRENCY.

### Acknowledgment of Receipt of Purchase and Statement of Satisfaction by Purchaser (Lines 5b–6)

In line 6 we unfortunately have a gap that makes it difficult to interpret the statement precisely. One would expect a negative verb before the words לי עמך yielding the sense that there is nothing of mine with you. The usual formula: לא איתי is not possible, because the final letter is *aleph*. And yet, usage of מנדעם “whatsoever,” a locution well attested in P.Yadin 7 and in the Nabatean-Aramaic documents from Naḥal Ḥever, in and of itself suggests the negative; namely, in this case, that I, the purchaser, have nothing more “with you”; that you, the vendor owe me nothing. A restoration that would suit the immediate context is: [ולא] יהוא לי עמך “And I will have nothing with you (= You will owe me nothing).” The remains of the letters, however, do not allow for this reading.

**Statement of Clearance (Line 7)**

The overall sense of this line is that the recorded purchases are free and clear from any future claims. Since this is a statement by the purchaser in the first person, the gap after what is most likely the first person pronoun, אֲנִי, at the beginning of the line should have contained a statement like: “[cleared (or: entitled)] am I, Yehoseph, son of Shimʿon regarding these purchases.” The required participial form would have appeared at the end of line 6, as indicated in the TRANSLATION. For the formulation itself, see P.Yadin 7:22ff, 26ff, 69ff.

**Stipulation of Penalty for Abrogation by Purchaser (Lines 8–9a)**

**Line 8:** As indicated in the EPIGRAPHIC NOTES, the text contained two verbs, each in the first person, but the former of these is illegible except for initial *aleph*. The latter of the two is clearly written: וְאִשְׁנָא, followed by prepositional מִן, and preceded by conditional וְהִן, yielding: “and if I ... or deviate from” (cf. P.Yadin 2:15; 3:17–18). This is the formula for saying that the contract has been abrogated. Idiomatic “you have with me,” the opposite of what we read in line 6, above, means that the other person is owed something by “me.” As restored, the purchaser goes on to say, in the first person, that he will owe the entire amount if he defaults. On the form of the conjunction הִן, see GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.e.vi.

**Line 9a:** The problem as to the nature of the payment of a certain sum of selaʿs was raised in the INTRODUCTION and in the EPIGRAPHIC NOTES. Most likely, it represented an additional penalty.

**The Governmental Tax (Line 9b)**

It seems that every private transaction, even the purchase of pack animals, was subject to a governmental tax. Usage of comparative כֹּוּת “as well, in like manner” does not mean (*pace* Healey 1993:79 and *DNWSI* 496, s.v. *kwt*, meaning 2) that the tax paid to Caesar was equivalent to any of the amounts specified above. It is rather a reference to usual practice. In P.Yadin 2 and 3 a fixed amount is stipulated for this payment. As noted in the INTRODUCTION, this payment, which prior to 106 CE went to “our lord, Rabʿel, the King” in the Nabatean-Aramaic contracts from Naḥal Ḥever, and to other Nabatean kings as indicated in the tomb inscriptions (for references see Healey 1993:260 Glossary, s.v. *kwt*), was henceforth payable to the Roman governmental authorities. See the discussion in the COMMENTARY on P.Yadin 2:13–14.

**The Signatory and the Witnesses (Lines 10–13)**

Except for the last one, all signatures are in the “Jewish” script. The last signature is in Greek. As noted, line 10 contains the names of three persons. Yehoseph, son of Shimʿon signs as the purchaser. There had been no previous mention of Yehonathan, son of Yishmaʿel, the second person listed, but his role is determined by the verb כְּתִבָּה “he had it

P.Yadin 8: A PURCHASE CONTRACT

written; he issued it” which follows it. For the significance of the factitive force of the simple stem of the verb *k-t-b* “to write,” a frequent feature of legal documents, see the GENERAL INTRODUCTION: FORMAL FEATURES OF THE PAPYRI: SUBSCRIPTIONS AND WITNESSING.

We cannot identify Yehonathan’s role specifically but other examples of the factitive of the verb *k-t-b* in the Naḥal Ḥever documents are associated with administrators (cf. P.Yadin 42 and 43, as examples). This brings us to Yoḥanan, son of Makkuta<sup>3</sup>, the third person listed. He is known from other Naḥal Ḥever documents as Yoḥana<sup>3</sup> or Yoḥanah, the Aramaic rather than the Hebrew form of his name. Furthermore, he signs his name here in the “Jewish” script whereas elsewhere he signs in Nabatean. The ligature of the word מנדעם “whatsoever” (line 6) exposes his identity as the scribe of the present document, and also as the scribe of P.Yadin 6 and P.Yadin 9, where a similar ligature appears, and this notwithstanding the difference between the Aramaic and the Nabatean scripts. It seems that Yoḥanan also wrote the preceding signature, that of the official named Yehonathan, son of Yishma<sup>3</sup>el.

## P.Yadin 10 (= 5/6Hev 10): BABATHA'S *KETUBBA*

Plate 31–32

3 Adar, year unknown

**PUBLICATION:** Yigael Yadin, Jonas C. Greenfield, and Ada Yardeni, “Babatha’s *Ketubba*,” *IEJ* 44 (1994), 75–101. Yardeni 2000c:A:125.

**LITERATURE:** M. Friedman, “Babatha’s *Ketubba*: Some Preliminary Observations,” *IEJ* 46 (1996), 55–76. S. Safrai, “Two Notes on the *Ketubba* of Babatha” (Hebrew), *Tarbiz* 65 (1996), 717–19.

### INTRODUCTION

The present treatment of P.Yadin 10 closely follows the original publication by Yadin, Greenfield, and Yardeni (1994). In many instances, the wording of the original publication has been simply paraphrased, and some sections have even been reproduced verbatim, and accordingly bracketed: {{ }}. The treatment offered here has, nevertheless, been adapted considerably to the format and style of the present volume and updated after further investigation. Certain readings in the text have been revised, leading to new interpretations.

P.Yadin 10 was discovered during the expedition to the Cave of Letters led by the late Yigael Yadin at Naḥal Ḥever during the spring of 1961 in the course of the second campaign to the Judean Desert. Yadin prepared a reading of the text, with notes, and included it in his preliminary report in *IEJ* (1962:244–45) and in his discussion of the present *ketubba* in his book *Bar-Kokhba* (1971:237–39). He did not, however, produce a full-scale edition and commentary on the text. Joseph Naveh contributed a close reading of the text, and the present edition reflects subsequent examination by Ada Yardeni of the original document and of the excellent photographs provided by the Shrine of the Book, courtesy of Magen Broshi, then curator. P.Yadin 10 is a double document, but the inner, upper text has not been preserved. The first four lines of the LOWER VERSION, which is what we have, are severely damaged (see the PHYSICAL DESCRIPTION). This poorly preserved document was promptly identified as a marriage contract (*ketubba*), that of Babathaʿ, daughter of Shimʿon, son of Menaḥem, a notable resident of Maḥozaʿ, known from P.Yadin 3 (Nabatean) and P.Yadin 7 (Aramaic). It was written by Babathaʿ’s second husband, Yehudah, son of ʿElʿazar Khthousion, on the occasion of their marriage. Examples of Yehudah’s handwriting are found in Aramaic subscriptions appended to Greek papyri from Naḥal Ḥever, such as P.Yadin 15, 17, 18 (Yadin and Greenfield 1989:139, 141, 142). Yehudah was not a professional scribe, however, and this text contains errors and repetitions. Although no date is provided in the document as preserved, Yehudah and Babathaʿ must have already been married in 125 CE, since Yehudah served as her guardian (ἐπίτροπος) according to P.Yadin 14 and 15, “a function normally performed by a woman’s husband” (Lewis 1989:58).

A matter of considerable interest is that the present *ketubba* was written for Babathaʿ’s

second marriage, after she had been widowed. This fact is established by the partly restored name of the groom, Yehudah, son of 'El'azar on the VERSO (line 19); he was Babatha's second husband. It had been maintained (Yadin, Greenfield, and Yardeni 1994:77) that the amount stipulated for Babatha's dowry, namely, 100 sela's, the sum presumably set by the Rabbinic authorities for widows and divorcees (not 200 sela's, the amount presumably for previously unmarried women), was, in itself, evidence of a second marriage. This argument has been questioned variously and independently by Friedman (1996:56–61) and by Safrai (1996:717–19). Safrai's point is particularly cogent. He notes that the statements cited from the Mishnah (*m. Ketub.* 1:2; 4:7; 5:1) are speaking variously of 100 or 200 zuz (= denarii), not of sela's (= tetradrachms), which unit was equivalent to four zuzim. Safrai goes on to cite plentiful evidence to show that the term *maneh*, used in the abovementioned statements cited from *m. Ketubbot*, and elsewhere, consistently designated zuz (= denarius) and not sela' (= tetradrachm). This means that Babatha was actually receiving four times as much as the minimum amount set by the Rabbinic authorities for the dowry of a widow, not the customary amount at all. It was allowable to increase the amount, as Safrai notes, citing *b. Ketub.* 66b. Essentially, Friedman agrees with this analysis, after a discussion of other cases where exceptionally large dowries were demanded, as in marriages within priestly and aristocratic families. In conclusion, the amount of Babatha's dowry, however it is rationalized, does not in itself indicate either a first or a second marriage, if Talmudic norms are any indication. That this was her second marriage is otherwise demonstrated.

{{The *ketubba*, to judge by the early ones that have reached us and by literary references, contained the following elements: 1) the date and place of its writing; 2) the names of the groom and the bride as part of the groom's declaration; 3) the marriage proposal; 4) the promise to give the bride her due; 5) the mandatory *ketubba* clauses or "court stipulations" (in the Mishnah they are called תנאי בית דין [*m. Ket.* 4:7–12]); 6) the statement that the document will be replaced; and 7) a statement by the groom that he accepts all the above stipulations.}} The groom's declaration would often note the places of origin of the groom and bride. {{Most *ketubbot* also record the assent of the bride, but this is lacking here.}} Perhaps the bride's signature sufficed as evidence of her assent.

This is one of the earliest Jewish marriage contracts known to us. It justifies being labeled a *ketubba* by virtue of its contents and Aramaic formulation, and because of the reference to this type of document in line 5: ובכֹּתֶבְתֶּךָ "and pursuant to your *ketubba*." Two contemporary marriage contracts in very fragmentary condition were discovered in the Murabba'at caves, Mur 20 and 21 (Milik 1961:109–17; also see Fitzmyer and Harrington 1978:140–45; Beyer 1984:309–11; Yardeni 2000c:A:119–123). Two fragmentary marriage documents in Greek are also known from Murabba'at, Mur 115 and 116 (Benoit 1961:243–56), as is a partial Greek marriage document from the Seiyal Collection, now published by Hannah Cotton as XHev/Se 69 (Cotton 1997a:250–74). Showing less affinity to the Jewish *ketubba* are the two Greek marriage contracts from Naḥal Ḥever, P.Yadin 18 and 37 (Lewis 1989:76–82; Yadin and Greenfield 1989:130–33). The Byzantine *ketubba* from Antinoopolis, written in 417 CE,

## ARAMAIC LEGAL PAPYRI

is the next on record (Sirat et al. 1986). Various discrete components of the *ketubba* are recorded in *m. Ketub.* 4:7–12, and in the Tosefta and Talmudic literature. {{These are followed by the *ketubbot* of the Palestinian type from the Cairo Genizah and of the Babylonian type known from the Geonic formularies. The Palestinian type of *ketubba* is studied in detail by Friedman (1980). For the Babylonian *ketubbot* from the Genizah, see Friedman (1980:1:21–25). The most recent representative presentation of *ketubbot* in the traditional mode from the sixteenth to the nineteenth century may be found in S. Sabar (1990).}}

## PHYSICAL DESCRIPTION

Number of Document: P.Yadin 10.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Double deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded and tied, packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements: 40.3 x 18 cm.

Direction of fibers on Recto: Perpendicular to the script.

Description of Damage: The upper, inner text of the folded papyrus sheet apparently fell to pieces in the course of its unfolding. Some of the nine unplaced, tiny fragments perhaps belong to the upper text. The four uppermost lines of the lower text suffered severe damage, as did line 12, and the last two or three lines of the body of the text as well. Ten lines (lines 5–11; 13–15) have survived to a large degree, and most of their text has been reconstructed. On the verso, remains of six lines of signatures have survived (see below, Special notes concerning the signatures). The lower half of the surviving papyrus sheet has been left blank, for the purpose of protection. It suffered only slight damage. At its bottom, on the verso, an endorsement of one line survived to a large degree.

Joins: Ca. 4.8 cm from the bottom on the recto. No other join is visible.

Direction of Folds: From top to bottom.

Height of smallest, surviving fold: Ca. 1.2 cm.

Height of bottom fold: Ca. 2.4 cm.

Number of lines (including signatures): 24 (26?).

Upper text: Missing.

Lower text: 17 (18?).

Signatures: 6 (7?).

Endorsement: 1.

Height of text:

Upper text: Missing.

Lower text: 19.5 cm.

Maximal Width of text:

Upper text: Missing.

Lower text: 16.5 cm.

Height of space between upper and lower texts (including the ascender of *lamed*): 0.6(+?) cm.

Maximal Measurements of Margins:

Upper margin: Missing.

Lower margin: Ca. 20 cm.

Right margin: Ca. 1.7 cm.

Place and Direction of Signatures: Verso; perpendicular to the text on the recto, starting opposite the beginning of the lower text on the recto.

Special notes concerning the signatures: For the most part, the signatures were preserved on the four small fragments

P.Yadin 10: BABATHA'S *KETUBBA*

surviving from the upper folds of the lower part of the document, i.e., the folds near and below the ties. These fragments were placed according to the fibers as well as the script, which remained on both their sides. Unfortunately these lines suffered severe damage on both the left and right sides of the document, which on the verso correspond to the upper and the lower signatures. In addition to the remains on the fragments, the ends of four of the signatures survived on the main sheet, the first of which is that of the scribe who also is the groom—Yehudah, son of ʿElʿazar Khthousion. After a relatively large space (where, perhaps, another line existed although no signature seems to be missing), remains of Babatha's signature appear, including the words על נפשה ("for herself"). We know, however, that Babatha was illiterate. Therefore there is no other possibility but to assume that another person signed in her name and added his signature in the following line, which probably terminates with the word גמור[ה] (this reading annuls the former reading שהר suggested in the *editio princeps*; both words may be reconstructed on the basis of the remains). This reading also solves the problem of the unusual number of witnesses, which should be reduced to three, as would be expected in a marriage contract. If this is correct, no additional signature is missing at the bottom! All signatures are in the "Jewish" script.

Scribe: Yehudah, son of ʿElʿazar Khthousion.

Description of Script: Standard "Jewish" cursive hand of the late first century CE, with certain personal features.

Upper text: Missing.

Lower text:

Average height of medial *mem*: 0.4–0.5 cm.

Average space between lines: 0.6–0.8 cm.

ARAMAIC LEGAL PAPYRI

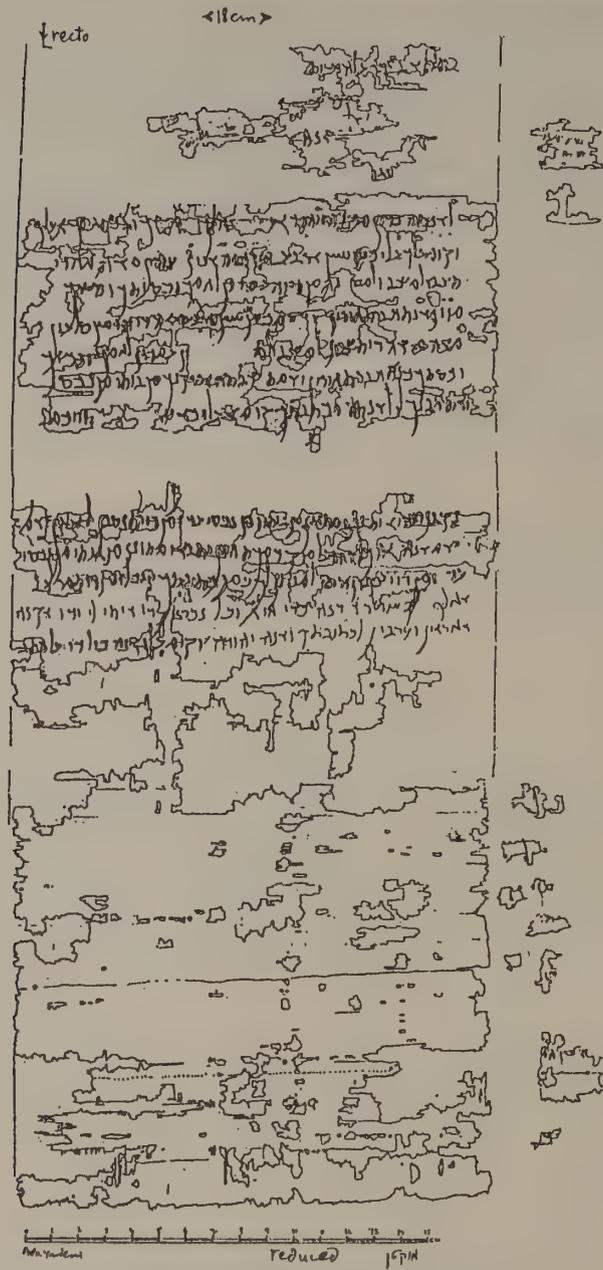


Fig. 9. P. Yadin (5/6 Hev) 10 Reduced: Recto

בשנת ה'תשס"ו  
 וקונטרס  
 משה  
 וכו'

אשר נתתי לך  
 וקונטרס  
 משה  
 וכו'

בשנת ה'תשס"ו  
 וקונטרס  
 משה  
 וכו'

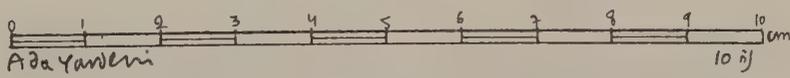
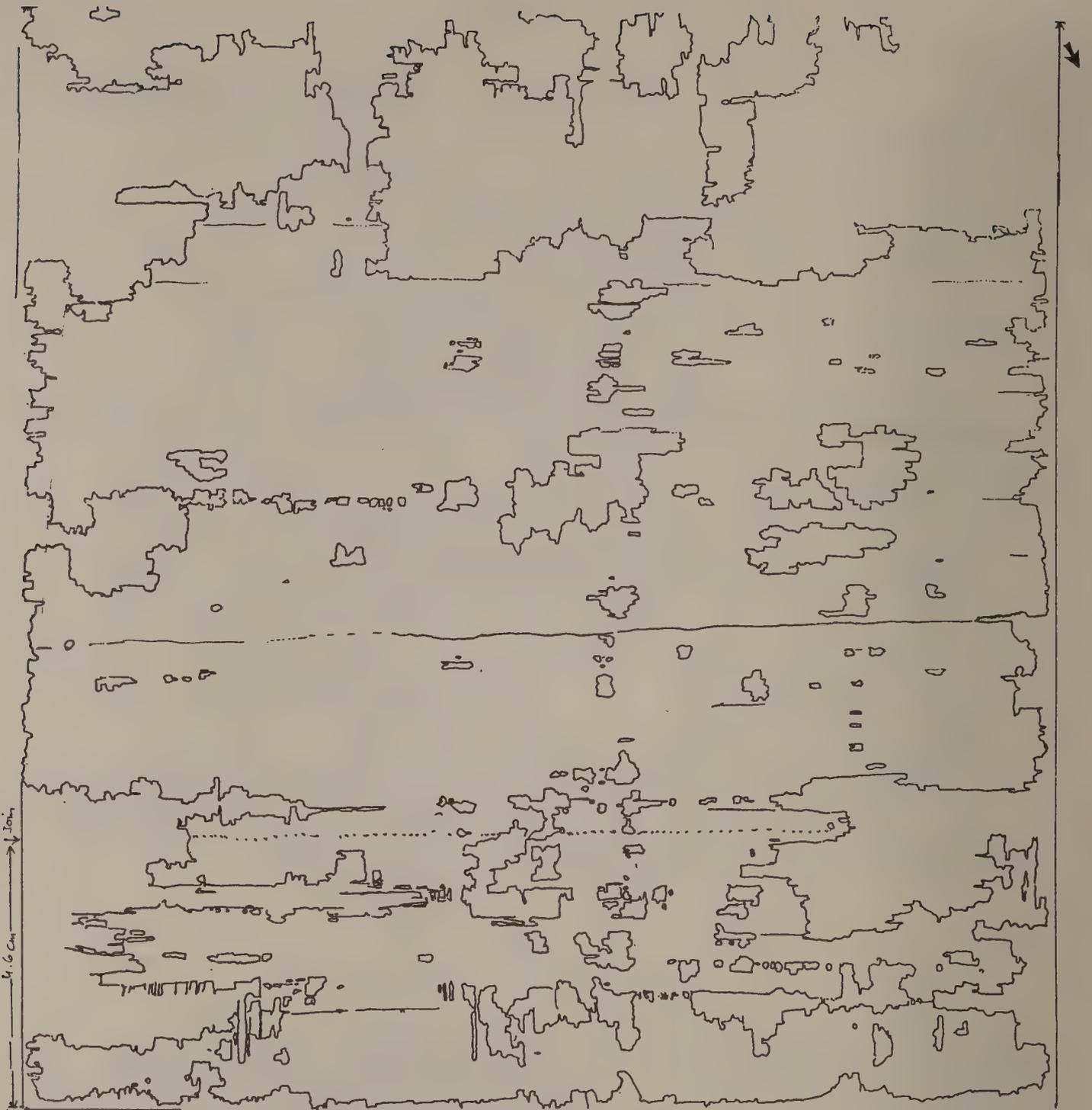


Fig. 10. P. Yadin (5/6 Hev) 10: Recto (top)



NH 10



Ada Yardeni

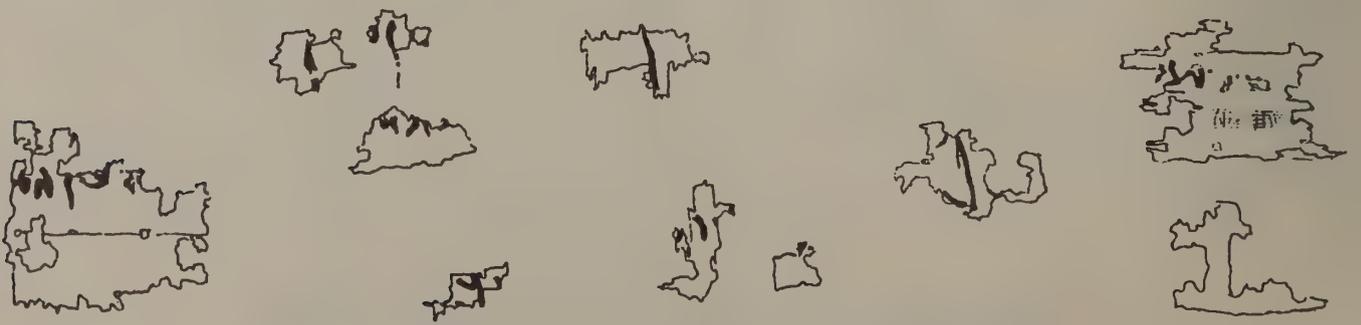


Fig. 11. P. Yadin (5/6 Hev) 10: Recto (bottom), and unplaced fragments



ARAMAIC LEGAL PAPYRI

P.YADIN 10: TEXT

RECTO

- 1 [בת]לתא באדר על הפטית]
- 2 [קפ°ש]
- 3 [אנת°]
- 4 [מן עי]נגד]
- 5 לאנת[ו]לאנת[ה] כדין מושה ויה[ו]דאי ו[זאנ]נה לך ומ[כס]ך ו[יהב]נה לך במ[הר]ך ובכתבתך אעלך
- 6 וקים <ע>לך עלי כסף וזוין ארבע מאה מה אנון צ[ו]רין מאה מה די
- 7 תצבא למשב ולמסן]נה מן פרנה עם דין לחמך וכסותך ופרשך
- 8 מזון אנתה ברת חורין אוודי שום כסף זו[ו]ין] ארבע מאה די הימון סלעין
- 9 מאה מ<א>ה די תצב[י]ן למשב ולמ[ס°]נה מן פ[ר]ן עם דין לחמך ופרשך
- 10 וכסתך כנתה ברת חורין ואם תשבת[י]תשבתאי אפרקנך מן ביתי מן נכסי
- 11 [ואתי]בנך לי לאנתה[ו]כתבתך קימא עלי כאש[ן] [°°] [הי/וכמל/נ°.] [ ]
- 12 [°.] [ ]
- 13 [°.] [ ] [ר/ן] [ן] [בנ]ן
- 14 נק[ב]ן]ת]הוא יתבא ומתזנן מן ביתי ומן נכסי עד [זמן די ית[נסב]ן לבעלין ואם
- 15 <ואם> אנה אהך לביית]עלמי קדמך תה[ו]ין] יתבא ומתזנן מן ביתי מן נכסי
- 16 [עד זמן די יצבון י]רת]י למנתן לך כסף כתבתך ובכל זמן ד[י]ת]מר לי
- 17 [אחלה] לך שטרא דנה כדי חזא וכל נכס[י]ן] די איתי לי ודי אקנא אחראין וערבין]
- 18 [לכתבתך ואנה יהודה בר אלעזר קי]ם עלי אנה כול די על [כתב

VERSO

- 19 [°.] [ ] [לבבתה] [ב]רת שמעון על יהודה בר אלעזר

SIGNATURES

- 20 [יהודה בר אלעזר על נפש]ה כתבה
- 21 [ ? ]
- 22 [בב]תא [ ] ברת [שמ]עון על נפשה
- 23 [ ] [אל] [אלו]י בר] [ם ממ]ה]
- 24 תומא בר שמעון ש[ה]ד
- 25 [ ] בר יהו[חנן] ש[ה]ד
- 26 [ ] [ר]

FRAGMENT

RECTO

[°° מני]

VERSO

[אלעזר]

TRANSLATION

RECTO

<sup>1</sup> [On] the [thi]rd of Adar, in the consulship of  
<sup>2</sup> [...]... [...]  
<sup>3</sup> [...] you [...]  
<sup>4</sup> [...] from 'Ei]n Ged[i...that you be to me (or: Be to me) ]  
<sup>5</sup> as a wif[e (or: in wife[hood]) according to the la]w of Moses and the J[u]deans. And I will [feed] you and  
 cl[othe] you (or: and I will re[mit] to you, pursuant to your *mō[har]*), and pursuant to your *ketubba*, I  
 will bring you into (my house).  
<sup>6</sup> And you have a binding claim on me (for) silver (in the amount of) four hundred denarii (*zûzîn*), which  
 equal one hundred T[y]rian (tetradrachms), whatever  
<sup>7</sup> she (!=you) may wish to take and to ... from the *dowry*, together with the rightful allocation of your food,  
 and your clothing and your *bed*,  
<sup>8</sup> the (fitting) sustenance of a free (= married) woman. Or (or: which is) the sale value of silver (in the  
 amount of) [f]our hundred de[n]arii (*zûzîn*), which are (equal to) <sup>[9]</sup>one hundred <sup>[8]</sup>tetradrachms (= *sil'în*).  
<sup>9</sup> Whatever you may wish to take and to...[...] from (the) *dow]ry* together with the right(ful allocation) of  
 your[ food], and your *bed*  
<sup>10</sup> and your clothing as (is fitting) for a free (= married) woman. And if you are taken captive, I will redeem  
 you from my "house" and estate,  
<sup>11</sup> [and I will rest]ore you as a wife, [and (the amount due on)] your *ketubba* will remain as a binding claim  
 on me as (or: according to) ...[...]...[...]  
<sup>12-13</sup> [*and if you should go to your eternal home before me, male children that you may have from me shall*  
*inherit the sum of your ketubba, over and above their share with their brothers;*]  
<sup>14</sup> fe[m]ale <sup>[13]</sup>c[hil]dr]en <sup>[14]</sup>[sh]all reside, and (continue to) be provided for from my "house" and from [my  
 properties until ]the time they are m[arrie]d to husbands. And if  
<sup>15</sup> >and if< I should go to my eternal h[ome] before you, you will [re]side, and (continue to) be provided for  
 from my "house" and from my properties,  
<sup>16</sup> [until the t]ime that my [heir]s will agree to give you the silver of your *ketubba*. And whenever [you] tell  
 me,  
<sup>17</sup> [I will exchange] for [you *this document, as is fitting. And all properties that I possess and that I will*  
*acquire are guaranteed and pledged.*]  
<sup>18</sup> [to (payment of) your *ketubba*. And I Yehudah, son of, 'El'azar, it is bind]ing on me, I,[ myself, all that is]  
 written [above].

VERSO

<sup>19</sup> [...] (due) to Babatha', (*vacat*) [da]ughter of Shim'on, (incumbent) upon Yehudah, son of 'El'azar.

SIGNATURES

<sup>20</sup> [Yehudah, son of 'El'azar; on] his own [account]; he wrote it (or: he issued it).  
<sup>21</sup> [?]  
<sup>22</sup> [Baba]tha', [daughter of] Shim[on; ]on her own behalf.  
<sup>23</sup> [...] 'l[...] 'lw/y, son of [ ...]m; by [her] verbal order.  
<sup>24</sup> Toma', son of Shim'on; wi[tn]ess.  
<sup>25</sup> [... son of Yeho]hanan; wi[tn]ess].  
<sup>26</sup> [...]...[...].

FRAGMENT

RECTO

] .. *from me* [

VERSO

] . 'El'aza[r

## EPIGRAPHIC NOTES

## RECTO

**Line 1:** The beginning of the first line of the RECTO, bearing part of the date, survived on a fragment. It has been restored to its original place on the basis of the remains of the signatures on the fragment's VERSO. The rest of this line is missing.

**Lines 2–4:** Only single letters survive on the fragments bearing the remains of these lines. In line 3, only the word אַנְתָּ “you” is legible. The letters surviving in line 4 are perhaps part of the place name ‘Ein Gedi; hence, read: [מִן עֵינְגֵדִי] “[from ‘Ei]n Ged[i],” (as suggested by Friedman 1996:62). As such, the place name was written as one word. Cf. the gentilic forms: הענגדין “the ‘Eingedites” (Hebrew) in P.Yadin 51:1, and ענגדיןא “the ‘Eingedite” (Nabatean-Aramaic) in P.Yadin 6:3. The rest of the probable content of lines 3–4 is suggested in the COMMENTARY.

**Lines 4–5:** The beginning of line 5 is reliably restored on the basis of known formulae: לאנת[ו]לאנת[ה] כדי[ן] מושה ויהו[דאי] “as a wif[e (or: in wife[hood]) according to the la]w of Moses and the J[u]deans” (see the COMMENTARY). This was undoubtedly preceded, at the end of line 4, by: די תהוין לי “that you be to me,” or by the imperative formulation: הוי לי “be to me.” If we consider the ink dot below the tear after the word ויהודאי as the remains of a *waw* that begins a new clause, then the following gap can contain only three letters. This excludes the existence of an *aleph*, which would be needed to form the pronoun אנה, and compels us to restore, instead, a participial form suffixed by an abbreviated form of אנה, namely, -נה, the remains of which are visible after the tear, in turn followed by the pronoun לך. The word following לך is damaged, showing clearly only a *mem* in the second position and a final *kaph*. Regarding the participle, two verbs suggest themselves: *y-h-b* “to give, remit” and *z-w-n* “to feed, provide food.” The remains of the letter preceding *mem* may be restored as *waw* or alternatively as *beth* (cf. the *beth* in the words תשבתיאי and ביתי in line 10). If it is a *waw*, a possible restoration of this clause is: וזאננה לך ומכסך “and I will [feed] you and cl[othe] you.” If it is a *beth*, one could restore: וניהבנה לך במנהרך “and I will re[mit] to you pursuant to your *mō[har]*.” The problem resulting from this latter reading, and the reasons for preferring the former option, are discussed in the COMMENTARY. In both of the following words, the first and last letters are clearly legible, with the internal letters only partially legible, yielding the fairly certain reading: וככתבתך אעלך “and pursuant to your *ketubba*, I will bring you in.”

**Line 6:** In the second word, the *ayin* is undoubtedly a scribal error occasioned by the *ayin* in the following word, the preposition עלי. Near the end of the line, we reliably restore צו[רין] “T[y]rian.”

**Line 7:** The third word in this line appears to be an infinitival form, with preformative *mem*,

of a verb that begins with a *samekh* and ends with what appears to be a *nun*. Perhaps it is possible to restore here (and see the EPIGRAPHIC NOTES to line 9, below): ולמס[ה]נה: “and to *ho[l]d*” (Aph<sup>e</sup>l infinitive). This verb is discussed in the COMMENTARY, but has not been restored in the TEXT because this suggestion is highly speculative). The reading of the word following מן “from” is conjectural, but it is tempting to read: פְּרִנָּה “the dowry” rather than: ידיה “her hands” (cf. below, in line 9). If so, the *resh* would lack its serif, characteristic of this handwriting (but compare the *resh* in the word וּפְרִשָׁךְ at the end of this line), while the base-stroke of the *nun* would be extremely short, as no remains of it are visible after the tear (see the COMMENTARY). Nonetheless, the suggested reading warrants serious consideration.

**Line 8:** After the first four letters in this line, which are fully legible, there are two words that remain uncertain, although parts of all of their letters are visible. The first may be either די or או, the second letter being either *yod* or *waw*. The second word is partly damaged. Its first letter is legible as *shin*, and the last letter as final *mem*, and, ignoring the remains of ink attached to the final *mem*, we would restore the middle letter as *waw*, yielding the noun שוּם “estimated value” (see the COMMENTARY). The rest of line 8 can be restored confidently from line 6, above: זי[ז]ין[א]רְבֵעֶ

**Line 9:** Based on the repetition of formulae already encountered in line 7, above, we again propose reading here (although we have stopped short of actually restoring): די תצב[י]ן למשב: “that you may wish to take and to *h[old]* from (the) *do*]wry, together with the right(ful allocation) of your[ food].” Quite possibly, the word for “hundred” (namely, מאה), was erroneously written twice by the scribe (dittography), as is true at the beginning of line 15, where the last word in line 14, ואם “and if” was mistakenly repeated. An alternative is to read מֵאָה, and to assume that the scribe misspelled this word under the influence of the preceding word, מאה “hundred.” This would produce symmetry with line 6, so that in both places we would have the same relative phrase: מה די “whatever,” and this is confirmed by the dot above *aleph* in the second occurrence of מאה (marked in the TEXT with a circle), effectively cancelling this letter.

**Line 10:** The line is completely legible when we insert supralinear *aleph* to produce כאנתה “as a wife.” We have metathesis in the following word, representing the Ithpe<sup>e</sup>l form תשבתאיתשבתיי, reflecting תשתבאי “you will be taken captive.” Both spellings, with *aleph* and *yod* are attested in manuscripts of the Mishnah (Friedman 1980:1:348 n. 3).

**Line 11:** Several probable restorations carry us through more than half of the line, whereas the end of the line is partly damaged. The sequence of surviving letters near the end of the line does not yield a meaningful text.

**Lines 12–13:** Remains of these lines have survived on separate fragments. They were

## ARAMAIC LEGAL PAPYRI

numbered as joining in a sequence on the assumption that the clause to be restored in them had not occupied more than two lines (see the COMMENTARY). The expected content of lines 12–13 (with clauses perhaps beginning near the end of line 11) can be surmised from known *ketubba* formulae, and has been bracketed in the TRANSLATION and italicized (also see the COMMENTARY). The last word in line 13, which begins a clause, can, however, be reliably restored as: ‏בנ‏ “daughters.”

**Lines 14–16:** These lines can be reliably restored from known legal formulae, as indicated by brackets in the TEXT. In line 15, the first word is a dittography, a repetition of the last word in line 14: ‏ואם‏.

**Lines 17–18:** A possible restoration of lines 17–18 has been offered in the TEXT and TRANSLATION, based on known formulae in comparable sections of marriage contracts. This suggested restoration is offered although only single letters survive.

### VERSO

**Line 19:** This single line, at the bottom of the VERSO, constitutes the endorsement written on the external fold of the document. A space between Babatha’s name and the following words, ‏בת‏ “daughter of Shim’on” was left for the seal. The first part of line 19, preceding Babatha’s name, is severely damaged and has not been restored thus far.

**Lines 20–26:** See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES and the COMMENTARY.

### FRAGMENT

#### RECTO AND VERSO:

The legible remains allow for the restoration of the name of the groom’s father: ‏אלעזר‏ on the VERSO, plus part of a word on the RECTO (see the COMMENTARY).

## COMMENTARY

**Lines 1–2:** These opening lines would have contained the date and place. Only four words remain from the date: ‏בת‏ “[on] the [thi]rd of Adar in the consulship of–.” The other dated Aramaic documents from the Babatha’ archive at Naḥal Ḥever that are dated to Roman consuls (P.Yadin 7 and P.Yadin 8) begin: ‏על‏ = ἐπὶ ὑπάτου “in the consulship of–,” then list the two consuls and the year of Hadrian’s rule. They then provide a date according to the years of the ‏הפרכיה‏, which is to say, of Provincia Arabia. This information is followed by the day of the month. The dating in our document undoubtedly follows the usual custom in Jewish documents of placing the day of the month before the number of the year. {{Double and triple dates are found in many of the Greek documents from Naḥal Ḥever, and this mode of dating is also found in later documents from Dura-

Europus and elsewhere, in Greek and Syriac. There does not, however, seem to be room for a double or triple date here. The place where the document was written follows the date, but due to the fragmentary state of the top lines of Babatha's *ketubba*, it is presently missing. Since both Yehudah and Babatha' dwelt in Maḥoza', the document was surely written there.}}

**Lines 2–4:** These lines would have provided the names of the groom and bride. In the oldest Jewish marriage documents that have reached us, those from Elephantine of the fifth century BCE (*TAD* B3.3; 3.8 [Kraeling 2, 7]; 6.1–4 [Kraeling 14; Cowley 36, 46, 18]), the date is followed by a declaratory statement. The groom, PN, son of PN, states that he came to the house of PN, son of PN, either the father or “brother” of the bride, and asked for the hand of the bride, PN. In the Antinoopolis *ketubba*, dating from 417 CE, the date and place are followed by the statement: “I, PN, son of PN from GN, who resides in GN,” and this is, in turn, followed by a volitional clause that provides the name of the bride: אמרת ובעית מן דעתי “I have declared my request, of my own ‘mind’ and fr[ee will], to take PN daughter of PN from GN ... as wife” (Sirat et al. 1986:20–21, lines 6–7, where the reading דעתי should be corrected to רעתי, the *resh* in this deed sometimes resembling *daleth*). In the traditional Babylonian *ketubba* it is usual to find a statement that the groom “declared” to his bride his intent to marry her (Friedman 1980:1:118–30). The names of the groom and bride and their places of origin are thus effectively provided. In Mur 20:1–2 (Milik 1961:110–11) it is stated that the groom is: מבני אלישיב “of the ‘sons’ of Elyashib,” which might have also revealed his place of origin.

In the Palestinian *ketubbot* it is normal to find a clause with the verbs אמר “to speak, declare,” or בעי “to seek, request.” These statements can be phrased either in a subjective manner, giving the *verba certa* of the groom in the first person, or in an objective or descriptive mode, in the third person. Fourteen of the *ketubbot* published by Friedman (1980) follow the subjective mode, while the others follow the objective mode. In both types there was often a volitional phrase, such as מן דעתי “of my own ‘mind’” or מן רעותי “of my own volition.” There does not seem to be enough room for such a statement in our text. In view of the likelihood that line 4 can be restored so as to contain the place name ‘Ein Gedi as the venue of the groom (see the EPIGRAPHIC NOTES to lines 2–4), our text apparently contained a declaration such as follows: אמר יהודה בר אלעזר מן עינגדי לבבתא ברת שמעון מן מחוזה “Yehudah, son of El‘azar from ‘Ein Gedi declared to Babatha’, daughter of Shim‘on from Maḥoza’.” A similar restoration may perhaps be suggested for Mur 20:1–2 (Milik 1961:110–11). Friedman (1996:62) has some further suggestions in this regard.

**Lines 4–5:** Here we have the marriage proposal. According to the restoration in the TEXT, we read: די תהוין־הוי לי לאנת[ו]לאנת[ה] כדין מושה ויה[ו]דאי “[that you will be to me (or: Be to me)] as a wif[e (or: in wife[hood) according to the la]w of Moses and the J[u]deans.” The first four words of the proposal are not fully preserved, so that it remains uncertain which

Aramaic word was used: לאנתה “for a wife,” or לאנתו “for wifehood, as a wife, in marriage.” The latter is an abstract form recognized as a calque of Akkadian *ana aššūti* “for wifehood, in marriage” already found in the Elephantine papyri. Originally it expressed the notion of a change in legal status, but in time it came to serve simply as a way of saying “for a wife.” In the Byzantine *ketubba*, line 8 (Sirat et al. 1986:21), the form is לאתה “for a wife.” {{Note that in *t. Qidd.* 1:1 MS Vienna, [ed. Lieberman, 276]) the *qiddushin* formula is: הרי את לי לאיתא, but, as Friedman notes, MS Erfurt and the *editio princeps* have: לאנתו. Also note the formula in *b. Qidd.* 5b: הרי את לי לאנתו. The traditional *ketubba* and the majority of Palestinian *ketubbot* from the Genizah prefer לאנתו.}}

In the Babylonian type of *ketubba*, the proposal is phrased in the various traditions הואי/הוי הוואי/הוי “Be to me for wifehood/ in marriage according to the law of Moses and the Israelites.” The Alexandrian *ketubba* is cited in certain Rabbinic sources as follows: “When you enter my domicile, you will become/ (imperative) become to me for wifehood/ in marriage” (*t. Ketub.* 4:9, ed. Lieberman, 68; *y. Ketub.* 4:8 (2a); *y. Yebam.* 15:3 (14d); *b. B. Mešī’a* 104a; and see Gulak 1926:32–41; Sabar 1990). In some of the Palestinian *ketubbot* the relative construction is employed: דתהוי לי “that you become to me.” This formula is usually followed by the abstract לאנתו, but the concrete לאנתה is also attested. The restoration proposed here is based on a comparison with Mur 20, one of the two contemporary marriage contracts from Wadi Murabba‘at, where we have: [ד]י תהוא לי לאנתה כדין מ[שה]... (Mur 20:3). {{One may propose that the form אנתה and its variants were the normal usage in the Palestinian formula, and that אנתו follows Babylonian usage.}}

Some comment is required concerning the formula ויהו[ו]דאי “according to the law of Moses and the J[u]deans.” This is the formula employed in our text, rather than traditional: כדת משה וישראל, which has the same essential thrust, and the present formula should be restored in Mur 20:1, 3: כדין מ[שה] ויהודאי. The same formula is known from the version of the Alexandrian *ketubba* quoted in *y. Ketub.* 4:8 (29a) and *y. Yebam.* 15:3 (14d): תהוין לי לאנתו כדת משה ויהודאי “You will be to me for wifehood/in marriage according to the law of Moses and the Judeans.” It is also attested in some of the Palestinian *ketubbot*. In speaking of improper behavior through which a wife would incur the loss of her *ketubba*, the Mishnah (*m. Ketub.* 7:6) refers to one “who has transgressed against the law of Moses and (against) the Jewish (law)”: העוברת על דת משה, ויהודית. Reference there, as the Mishnah goes on to explain, is not to the legalities of the *ketubba*, *per se*, but to the wife’s behavior, which should conform to the norms of Jewish practice. Nevertheless, the usage of the Mishnah helps to define the concept of accepted practice, a notion applicable as well to the provisions of the marriage contract. In the divorce document from Murabba‘at (Mur 19:8, 21) one should also read: כדין מ[שה] ויהודאי, and this same formula also occurs in Palestinian divorce documents from the Genizah (Margulies 1973:119–22). {{Discussion of this phrase would not be complete without reference to the Greek of Tobit 7:13, where the phrase: κατὰ τὸν νόμον καὶ κατὰ τὴν κρίσιν γεγραμμένην ἐν τῇ βίβλῳ Μωυσέως “according to the law

and decree written in the book of Moses” is used when Tobiah takes Sarah as wife.}} One may also refer to *CPJ* 128:2, where we may reconstruct the statement of a wife who, referring to her husband, says that he holds her [κατὰ τὸν νόμον πολιτικὸν τῶν [Ἰου]δαίων “according to the civil law of the Jews.”

**Lines 5–10:** These lines set forth the groom’s commitments to the bride under the terms of marriage, including both financial and what may be called personal requirements. **Line 5** requires special comment because of difficulties in establishing clear readings. As explained above, in the EPIGRAPHIC NOTES to lines 4–5, there are two possible ways of reading the statement that follows immediately upon ויה[ו]רדאי מושה ויה[ו]רדאי. (1) ו[זאנ]נה לך ומ[כס]ך (1) “and I will [feed] you and cl[othe] you.” Pronominal לך would represent the Aramaic accusative. This reading was first suggested by A. Yardeni. It is the preferred restoration and would accord with the clause found in various *ketubbot*: ואנה זאין ומפרנס ומלבש “and I will feed, and support, and clothe.” {{Friedman (1980:1:168) called attention to *t. Yebam.* 2:1 (ed. Lieberman, 5) where לזון ולפרנס “to nourish and provide” are noted as primary obligations, with “providing for” meaning in this case, clothing.}} In Mur 20:9–11 we read that the wife “is provided for and clothed” (מתזונה ומכסיא). Also note the undertaking of the groom in several Greek texts to feed (τρέφω) and to clothe (ἀμφιάζω) his wife (see Mur 115:9; 116 a:9 [Benoit 1961:249, 255]; XHev/Se 69 a:10, 13 [Cotton 1997a:256]; P.Yadin 18:15–16 [Lewis 1989:78]). (2) וי[הב]נה לך במ[הר]ך “and I will re[mit] to you pursuant to your *mō[har]*.” Pronominal לך would represent the dative “to you.” This reading would attest the significant term מהר in Babatha’s *ketubba*, as Yadin and now Friedman (1996:64) have interpreted the text. The problem is that the verb *y-h-b* “to pay, remit,” would have no object. One would expect the statement to say that the groom would remit a certain sum pursuant to the *mōhar*, but this proposed reading leaves no room for an object, being immediately followed by another clause on the matter of the *ketubba* which is introduced by *waw*. The reading ל[מ]הרך was considered but rejected also for the reason that no traces of the “mast” of *lamed* could be detected. It is more likely, therefore, that the term *mōhar* does not occur in the present *ketubba*, after all.

The construction: ובכתבתך אעלך “and by means of, pursuant to your *ketubba* I will bring you in” attests *beth instrumentii*. The point is that the bride enters the groom’s domicile under a contractual status affirmed by the *ketubba*. Usage of the Aph<sup>el</sup> stem of the Aramaic root *‘-l-l* “to enter”; hence: “to bring in,” parallels usage of Late Hebrew כנס “to gather in, accept” for the same description, and though readily understood, is distinctive nonetheless. This phrase has no parallel in the known marriage documents or in other sources.

In **line 6** begins the statement of the groom in which he acknowledges his obligation for the amount of the dowry that his wife is bringing with her in marriage, and further commits himself to the basic obligations of a Jewish husband. In actual fact, these provisions are stated twice, in lines 6–8, and again in lines 8–10, with minor, yet significant variations. This repetition can be explained as affording the mutual obligants two options, either actual silver,

in denarii or in Tyrian tetradrachms, or in “the estimated value of silver.” As explained in the EPIGRAPHIC NOTES to line 6, the correct reading is: וקים לך עלי “and you have a binding claim on me (= I owe you),” abbreviated as: קים עלי “it is a binding claim on me” (see the TEXT near the end of line 18). The formula with: מַה אַנוֹן “which are (= equal)” in line 6 is expressed at the end of line 8 as: די הַיְמוֹן “which are (= equal).” The former is more in line with standard Jewish Palestinian Aramaic, whereas the latter, which is the common form in the Judean Desert documentary texts, represents a more conservative form. The specification of units of currency and variations in the same will be discussed below, in lines 8–9, where the present clauses are effectively repeated. The text continues with a parenthetical provision: מַה די תַּצְבֵּא “whatever she may wish” (correctly expressed in line 9 as the 2fs. imperfect: תַּצְבֵּיךְ, “whatever you may wish”). Considering what follows, this may mean that Babatha<sup>7</sup> may demand whatever amount promised to her, or, perhaps, in whatever units of silver she wished. In any event, what immediately follows, continuing through **line 7** to the beginning of **line 8**, states the wife’s right to receive the amount of her *ketubba*. According to the suggested, though conjectural restoration, we would encounter two infinitival forms: לְמַשֵּׁב וּלְמַסְחָנָה מִן פְּרִנָּה “to take and to *ho[l]d* from the dowry.” {{The first is, in all likelihood, the Pe<sup>al</sup> infinitive of the verb נָסַב “to take,” written here מַשֵּׁב, i.e., with a *śin* and assimilation of the *nun*. The use of *śin* for *samekh* in the Judean Desert texts is not unusual. It has been discussed by E.Y. Kutscher (1961a:119–21).}} See also Yardeni 1997:12–13 and the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.I.a.ii. The second possibly represents an Aph<sup>el</sup>, infinitival form of a verb *s-ḥ-n* “to bear, hold, carry,” as explained above in the EPIGRAPHIC NOTES. Sokoloff (*DJPA* 372) lists such a verb as being a metathetical realization of Aramaic *ḥ-s-n*, with the syncopation of preformative *aleph*, which in the Aph<sup>el</sup> stem means “to hold.” Sokoloff refers to a discussion by S. Lieberman (1934:XIII Introduction), who explains that this metathesis was dialectal in Galilean Aramaic speech and should not be corrected in text editions. It occurs in the Palestinian Talmud, in Midrashic texts, and in Samaritan Aramaic. In the Targum Neofiti to Gen 36:7, Hebrew לִשְׂאת “to bear” is rendered לְמַסְחָנָה, the very form proposed here. The sense would fit the immediate context: the wife could take and “retain,” or “possess” the amount due her. This reading remains speculative, however (see the COMMENTARY on P.Yadin 7:14–15).

The suggested reading: מִן פְּרִנָּה “from the dowry” (preferred over מִן יְדֵיהָ “from her hands”) attests the Aramaic determined form of the well-known Greek term *φερνή*. This term occurs in the Aramaic subscription appended to P.Yadin 18, written there as פְּרִנָּה, and is there explained by Yadin and Greenfield (1989:143), referring to the discussion by M. Friedman (1980:1:76–79). In line 9, below, the indeterminate form [פ]רין most likely occurs in the repetition of the same clause. Also see Levy 4:119; Sokoloff *DJPA* 448, s.v. פָּרַן, and its variant forms, with denominative verbal forms. The point of the provision is that the wife had a claim on her husband for the amount due her as dowry, together with (עִם) her food, clothing, etc.

As **line 7** continues, three of the husband’s obligations are listed: עִם דִּין לְחֶמֶךְ וְכִסּוּתְךָ וּפְרִישְׁךָ

provisionally translated as: “together with the rightful (allocation) of your food, and your clothing, and your *bed*.” {{This is undoubtedly the equivalent of the biblical שארה כסותה ועונתה (Exod 21:10), which was traditionally interpreted as “her food, her garment, and her conjugal rights” (see Friedman 1980:1:167–68). In later *ketubbot* this was phrased: ועלי ארעא מזוריך ומעל עליך כאורה כל ארעא, clothing, and needs and to ‘come to you’ as the way of all the world.” Usage of the term דיין is unusual, but readily understandable. Like the Hebrew terms משפט and חק, it may connote what is judged to be entitled to by law, or established as correct; what is rightfully his. The term משפט is particularly suggestive, because Exod 21:10 is captioned as: כמשפט הבנות “according to rightful dues of the daughters.” There are two unique elements in Babatha’s *ketubba*: the first is the word פרש, not known elsewhere, and the second is the phrase מזוריך. The spelling of פרש with ש is misleading, for this can be a *shin*, *śin*, or even a *samekh* written with a *śin*, since the orthographic practice of this period was not stable among non-professional scribes. Among the possibilities are a noun from the root פרש, usually spelled פרס during this period, with the meaning “to spread out, spread over” and standing for “spreading a covering over,” a euphemism for conjugal relations.}} In fact, Friedman (1996:86) points out that Rabbinic interpretation connected the idiom of Ruth 3:9 with sexual relations: ופרשת כנפיך על אמתך “and may you spread your garment over your handmaiden.” Similarly, Sokoloff (*DJPA* 448) lists an Aramaic noun פרס “curtain, covering,” which translates Hebrew מסך, and in the Targum Neofiti is once written פרש. Perhaps this is an Arabism from the cognate verb *faraša* “to spread, expand” (Lane 2369–72, s.v. *faraša* and related forms, especially 2371, s.v. the noun *firā’satun* “a bed, upon which one sleeps”). Here, the term מזוריך is apparently being used in the more general sense of “sustenance, needs,” rather than connoting food, in the strict sense, which has already been mentioned. {{In the Talmud and related literature, the Hebrew phrase בת חורין is used, but this is in contradistinction to שפחה [“slave woman”] as a matter of social status, rather than marital privilege. The words בת חורין seem to be a reflection of ἐλευθέραι used in P.Elephantine 1 from 311 BCE and in some later marriage documents. In that text (lines 4–5) we read that “Heraclides shall supply Demetria all that is proper for a freeborn wife” (γυναικὶ ἐλευθέραι; Hunt and Edgar 1932:1:2–3). The nearest parallel to this clause is in a Genizah *ketubba*: מזוריך ותכשיטיך עלאי למספקא יתיך כשאר גוברין יהודיין דזיינין ית נשיהון בקושטא “I will supply you with your food and your clothing, as other Jewish husbands who maintain their wives faithfully (Friedman 1980:2:90–95, no. 7:6). The difference is that in our text the status of the woman is noted, while in the Genizah text the emphasis is on the man’s duty.}}

As **line 8** continues, the repeated clauses begin with what may perhaps be read as: אודי שום כסף “Or (or: which is) the sale value of silver.” The construction שום כסף is known from the Mishnah (*m. B. Qam.* 1:3): שום כסף ושוה כסף בפני בית דין “the sale value of silver and of the equivalent of silver (is to be determined) in the presence of the court.” In fact this terminology is used in connection with the evaluation of precious goods brought into marriage by the wife (Sokoloff *DJPA* 541, citing *y. Ketub.* 6:3 [30d]). The sense seems to be

that the *ketubba* may be paid in forms other than silver or money.

{{The two monetary equations used in this document are noteworthy:

Line 6: כסף זוזין ארבע מאה מֶה אנון צו[רין מאה

Lines 8–9: כסף זוזין] א[רבע מאה די הִימון סלעין מאה

Both phrases mean “four hundred denarii which equal one hundred tetradrachms” (see above, line 6). The latter form is known from several other documents from the Judean Desert that contain the equivalency formula (see Yardeni 2000c:B:45 Concordance, s.v. (הי)מון). During this period the shekel was the equivalent of two denarii (*zûzîn*). It is noteworthy that in some Hebrew documents the word שהם is lacking. Thus Mur 30:20–21: בכסף זוזין שנים עשר.} Also note P.Yadin 45:23–24: סלעים שלוש. On the currency attested in P.Yadin 10, see further in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: CURRENCY.

{{Babatha’s *ketubba* specifies that the amount to be given was in Tyrian tetradrachms. It thus testifies to the validity of the Amora Samuel’s view, reported in *y. Ketub.* 1:2 (25b), that in Palestine the *ketubba* must be paid in the “shekel of the sanctuary,” i.e. in Tyrian tetradrachms: הונא בשם שמואל: בשקל הקדש “Huna in the name of Samuel: it was (paid) in the shekel of the sanctuary.” The other rabbis preferred מטבע יוצא “current coinage,” i.e. the denarii then in circulation. For the terms מנה צורי and its application to the *ketubba* of a widow, cf. *y. Ketub.* 1:2 (25b). Note that in P.Yadin 8:4–5 (Jewish Aramaic), the designation צורין is also used for the drachm: כסף סלעין צורין חמש “twenty Tyrian *zûzîn* which equal five Tyrian *sil’în*.”}}

{{The presence of both מֶה אנון and די הִימון in the same document is of additional interest for it presents an excellent example of the use of documents for the solution of textual problems. The text of *t. B. Bat.* 11:2 (ed. Lieberman, 167, line 15) has the meaningless דהב דיחמי דינרין דאינון דיחמי (MS V; MS Erfurt (דחמי)). Lieberman [correctly] proposed that this was the equivalency formula (1955–88 10:454). He also noted that the Mishnah manuscripts of the Palestinian type, e.g., Kaufmann and Parma, read די הימו, דייהמו, etc. For דאינון he quoted *m. B. Bat.* 10:2: זוזין מאה דאנון סלעין עסרין, and for a parallel Greek formula, see Mur 114. Lieberman also surmised that דייהמו should be written דייהמו, the earlier Aramaic form.}}

Thus concludes, with some repetition, the first of six mandatory *ketubba* clauses known from *m. Ketub.* 4:7–12, namely, specification of the *ketubba* itself, that is, the mandatory amount due to the wife in the event of divorce or the death of her husband. In lines 10–18 the remaining five clauses of the Mishnah are represented in the present document, albeit in a different order. Following is the order of the Mishnah:

1. {{The pledging clause: כל ניכסין דאית לי אחראין לכתבתך “all property that I have are surety for your *ketubba* (money).”}}

2. {{אם תשתבאי “if you are taken captive.” This clause states the husband’s duty to redeem his wife in such a case.}}

3. {{בנין דכרין}} “male children.” In case the wife dies before her husband, this clause establishes the right of her sons to her *ketubba* money after his death, along with their share of the inheritance.}}

4. {{בנן נקבין}} “female children.” This clause establishes the right of daughters to dwell in their father's house and to be supported by him until their marriage.}}

5. {{את תהא יתבא בבית}} “you will dwell in my house.” This clause guarantees the widow's right to dwell in her late husband's home after his death and to be maintained from his estate. The Mishnah states that the people of Jerusalem, followed by the Galileans, wrote that clause, but the people of Judea wrote “עד שירצו היורשין ליתן לך כתובתך” “until the heirs wish to give you your *ketubba* money.” The Mishnah continues: “Therefore, the heirs can give her her *ketubba* (money) and send her away.”}}

{{These clauses were in use in Palestine during this period. This can be seen not only from Babatha's *ketubba* but also from the two fragmentary *ketubbot* from Murabba'at (Mur 20, 21), which preserve slight remnants of these clauses, and from two Greek marriage contracts (Mur 115, 116), which also contain elements of these clauses. They were not in current use in the *ketubba* as it developed in Babylon. The Babylonian *ketubba* became the one in standard use with numerous variations among Jews of various communities and rites. It was only during the last century that *ketubbot* containing the clauses mentioned in the Mishnah were discovered and published. Thanks to the efforts of M.A. Friedman, many examples of this type of *ketubba* are now known from the Cairo Genizah. The clauses as formulated for practical use in the Palestinian *ketubbot* are closer to the ones known from Babatha's *ketubba* than the formal statement in the Mishnah.}}

**Lines 10–11:** The pledge to redeem a wife taken captive may be restored on the basis of the Mishnaic version and has been discussed by Friedman (1980:1:347–56). It may also be restored in the two Murabba'at texts (Mur 20, 21). As noted by Yaron (1960:160), this clause probably occurred as well in the Greek contract of remarriage (Mur 115:7–8). The provision “מן ביתי מן נכסי” “from my ‘house’ (and) from my properties” indicates that all of the husband's possessions are pledged to the commitment made in this clause, and, as Safrai explains (1996:719), this accords with the ruling of the Mishnah in *m. Ketub. 4:9* that a husband may not divorce his captive wife, pay her the *ketubba* money, and tell her to ransom herself from her own resources. Here, the relevant commitment is made explicit and unequivocal by the added words, in line 11: “and (the amount due on) your *ketubba* will remain as a binding claim on me.” {{This is expressed in one of the Palestinian *ketubbot* as: מן דידי די לא מן כסף כתובתך}} “from my possessions exclusive of your *ketubba* money.”}}

The formula “ואתיבנך לי לאנתה” “and I will restore you as wife,” literally: “reinstall you” also follows Mishnaic requirements. Safrai (1996) makes a point of explaining that this obligation is not a matter of whether the husband believes his wife that she has not been rendered impure, but rather accords with Tannaitic law, which regarded a captive wife as one who had been violated, and such a woman was not forbidden to her husband unless he was of

priestly lineage. In his old age, Rabbi Yishma<sup>e</sup>l was of this same opinion (*b. Yebam.* 100b; *b. Ketub.* 51b).

**Lines 11–13:** {{It is plausible that the *benîn dikhrîn* clause began on line 11 and continued on these now missing lines. In all likelihood this clause was also in Mur 20; remnants of it may be found in Mur 21:12–14, as well as in the Greek texts, Mur 115:12–14 and Mur 116:5–8. The first word of the *benān nuqbān* clause is at the end of line 13}} (see Friedman 1980:1:356–91). While no restoration was offered in the TEXT, an italicized projection of the relevant clause is presented in the TRANSLATION in the interest of continuity.

**Lines 13–14:** These lines contain the *benān nuqbān* clause, as reliably restored. In line with the beginning of the clause in line 15 that speaks of the prior death of the husband, it is likely that in line 13, prior to the word [בנ] the words: “and if you go to your eternal home before me” were written. Remnants of this clause are found in Mur 20:7–9; 21:10–12. This phrase is lacking in the Mishnah. In the Genizah *ketubbot* one finds both formulations, since the purpose was to provide for the daughters in either event. {{The Greek texts are fragmentary at this point. Mur 115:8–10 seems to indicate that male and female children should be provided for, but does not seem to refer to the death of either parent. Should this be taken as a general obligation undertaken by the groom to look after the children? Mur 116:4 also has an ambiguous line about providing for daughters and giving them in marriage. True to form, there are a series of mistakes here: a) the scribe uses the imperfect, singular יהוא [ת] rather than the correct plural form יהוין; b) once again, the feminine singular יתבא is used, rather than the correct plural form יתבן; c) the phrase [ומן] נכסי is out of place here. The text should read יתבן בביתי ומתזנן מן נכסי “dwelling in my house and provided for from my properties,” as in some of the Genizah *ketubba* texts. Also note Mur 21:11: [ומן] נכסי “dwelling (in) my house and being provided for from [my properties].” The scribe, Yehudah, was undoubtedly influenced by the formulation in line 10, above, where we have: מן ביתי מן נכסי in the redemption pledge.

In **line 14** we read, as restored: [עד] זמן די ית[נסב]ן לבעלין “[until] the time they are m[arrie]d to husbands.” In Mur 20 and 21, the word יתנסבן is missing altogether. {{The text was restored according to the Mishnah, but it should be noted that *b. Ketub.* 53b records a reading יתלקחן (Epstein 1949:181–83). Note לבעלין rather than לגבריין of the Mishnah, both here and in Mur 21:12.

**Lines 15–16:** These lines contain the clause securing the wife’s rights after her husband’s death. Yehudah wrote ואם at the end of line 14 and repeated it on line 15. He correctly wrote יתבא but repeated ומתזנן, confusing singular and plural, and again telescoped מן נכסי, as in line 14.

{{The purpose of this, the sixth of the clauses in the Mishnah, is to guarantee the widow’s right to dwell in her late husband’s home and to be supported from his estate (see Friedman 1980:1:427–43). The Mishnah notes that the Jerusalemites, followed by the Galileans, wrote

את תהוין יתבה בביתי ומתזנה מנכסי כל יומי מיגד ארמלותך בביתי (‘‘You will reside in my house and be provided for from my properties all the days of the duration of your widowhood in my house’’), thus guaranteeing that the wife is to be supported as long as she remains a widow and resides in her husband’s house; the Mishnah adds that the Judeans wrote עד שירצו היורשין ליתן לה כתובתה ‘‘until the heirs decide to give her her *ketubba* money.’’ This gave the heirs the right to expel a widow from her husband’s house by paying her the *ketubba* money. It may be worth adding here that in *y. Ketub. 4:15* (29a) there is the comment that ‘‘the people of the Galilee considered their honor and not their money, while those of Judah considered their money and not their honor.’’ Soon after the discovery of Babatha’s *ketubba* it was pointed out that it conformed with Judean practice. This was not at all surprising since Yehudah was from ‘Ein Gedi (Yadin 1962:245; 1971:239).}}

The language of the Mishnah is discrete: one dwells in a house, whereas one is provided for from properties. Our text, however, continues its mode of combining home and property. In any event, the intent was to protect the integrity of the *ketubba* assets, so as to prevent the heirs deducting the cost of supporting the widow from them. In P.Yadin 7, in the context of a gift from husband to wife, there are similar concerns voiced about the rights of the wife if she should be widowed. {{There is a fragmentary echo of this in Mur 20:9–11. In line 10 we are told that the widow מתזנה ומכסיה ‘‘is sustained and clothed.’’}} In line 11, the text may be restored: [בתך] לא מן ארמלו די לא מן כת[בתך] ‘‘(in) your widow’s [house] that is not from [your] *ket[ubba]* (money).’’ Friedman (1980:1:429) suggests restoring: [בתך] לא מן ארמלו די לא מן כת[בתך] ‘‘of widowhood, that is not from [your] *ket[ubba]* (money).’’ A similar clause is found in Mur 21:14–15. {{There is no hint of a widow’s house in Babatha’s *ketubba*. As regards the Greek texts, Mur 115 is fragmentary at this point, but Mur 116:8–12 guarantees that the widow be ‘‘sustained and clothed’’ ([τρ]αφήσεται ... [κ]αὶ ἀμφιασθ[ήσ]εται). In this document the widow’s right to collect her money and leave at any time is also confirmed.}}

**Line 15** begins the statement of the husband guaranteeing his widow’s sustenance in case he predeceases his wife. In the Palestinian *ketubbot* one finds אם איזיל קדמך לבית עלמי ‘‘if I go before you to my eternal home’’ (Friedman 1980:2:91, no. 7:9). For a fuller discussion of the expression בית עלם, see the COMMENTARY on P.Yadin 7:15–17.

**Lines 16–17:** The replacing of documents, expressed by the Aph<sup>el</sup> of the verb *h-l-p*, is found in a number of texts. Here, the scribe, Yehudah, once again wrote [ת]מר (masculine) for תמרין (feminine; from <sup>2</sup>-*m-r* ‘‘to say’’; see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.c). The exact function of ‘‘exchange’’ eludes us. This phrase occurs in the two marriage contracts from Murabba‘at, Mur 20:14 and 21:19–20. In a divorce document, Mur 19, the phrase is found in both the UPPER and the LOWER VERSIONS. It also occurs in sale documents: Mur 27:5; XHev/Se 50+Mur 26, line 22 (Aramaic); XHev/Se 8:7 (Hebrew); 9:10–11 (Aramaic). It could be taken to mean simply that the document would be replaced when it is worn out (thus, *m. B. Bat. 10:6*), or, perhaps, if one can confirm that it was lost. Milik (1961:109, on Mur 19) compared this provision to the Greek term ἀνανέωσις used for

the renewal of contracts in Greek papyri. Also see C.B. Welles et al. (1959:114) who defined this term differently as follows: “Here and in Egypt ἀνανέωσις meant merely the ‘renewal’ of the contract and the continuation of its provisions.” It is found in P.Dura 19:4, 19; 20:9, 11; 22:12; 24:17, 18 (cf. also Yardeni 1997:16).

**Lines 17–18:** The exchange clause is followed by the pledging clause, which should have preceded it, and this may be yet another lapse on the part of Yehudah, the scribe. It has been restored from known formulae, and from the legible ending of the word [נכס]ין “properties” in the middle of line 17 (cf. Mur 20:12 and in Greek, Mur 115:17 [Benoit 1961:249]).

As **line 18** continues, we have the acceptance clause, restored somewhat conjecturally from known formulae that begin with a first person statement: ויאנה, followed by the name of the one for whom the document speaks, in this case, the groom, Yehudah, son of ʿElʿazar. Cf. the formulation in Mur 21:17: ויאנה מנחם, and in line 18: ויאנה [א]לעזר; and therefore, we restore: ויאנה יהודה בר אלעזר. The restoration of the rest of the line is less conjectural because of what remains of the words: [קי]ם עלי “it is bind]ing on me,” although it is admittedly a bit awkward because it repeats the first person pronoun, [א]נה. {{The Tosefta (*t. B. Meṣiʿa* 1:13, ed. Lieberman, 64) records “What does ‘after signing the document (חתום שטרות) mean? I, A, son of B, agree to what is written in this document (מה שכתוב בשטר הזה).}}

In P.Yadin 10 the scribe and the groom were one and the same, and his signature on this line serves as ample guarantee for the *ketubba* money. From P.Yadin 21–22 (from 130 CE) we know that Babathaʿ distrained date-orchards that had belonged to Yehudah, son of Khthousion, her deceased husband, “in lieu of my dowry and debt [owed me]” ἀντὶ τῆς προικὸς μου καὶ ὀφιλῆς (21:9–10), and leased them for a share of the produce. In subsequent documents she defended her right to this property.}} A better translation of προικὸς than “dowry” would be “settlement money” due her on her divorce or the death of her husband (P.Yadin 21–22; Lewis 1989:95).

#### VERSO

**Line 19:** The inscription, to the extent that it is preserved, was visible when the papyrus was folded and sealed. The wording is somewhat unusual, but the preposition על connotes obligation (hence: “owed by, incumbent upon”), in this case the obligations of the groom, Yehudah, son of ʿElʿazar to Babathaʿ, daughter of Shimʿon. We are at a loss to suggest the word or words that preceded the name of the bride: לבנתה [ב]רת שמעון. Whatever was written meant that Babathaʿ was entitled to what her husband owed her.

#### SIGNATURES (LINES 20–26)

See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES. In line 20, it is not clear what the suffixed verb כתבה connotes here. Often it is to be understood as a factitive: “he issued it” (see GENERAL INTRODUCTION: FORMAL FEATURES OF THE PAPYRI: SUBSCRIPTIONS AND WITNESSING). Here, the husband himself was the scribe, and therefore,

P.Yadin 10: BABATHA'S *KETUBBA*

he was the person who both had the document written and wrote it in his own hand.

**FRAGMENT: RECTO, VERSO**

It is not certain what the function of this fragment is. The *VERSO* attests the name of Yehudah's father, 'El'azar, suggesting that it may have belonged to the first signature, but its exact location is unclear.

In summary, many questions remain concerning the development of the *ketubba*. It is clear that this institution, as well as the formal divorce document (the *get*) were well established by the first century CE and that the prescriptions of the Mishnah reflect actual practice.

## P.Yadin 42 (= 5/6Hev 42): A LEASE AGREEMENT IN ARAMAIC

Plate 75

1 ʿIyyar, Year 1 of Revolt

### INTRODUCTION

Dated in the first year of Shimʿon, son of Kosibaʿ (132 CE), P.Yadin 42 records that two of this leader’s administrators, Yehoḥanan, son of Yeshuʿaʿ (and) Miryam, and Ḥoron, son of Yishmaʿel, acknowledged to one QBYŠ, son of Shemuʿel, that they were granting him a lease on a certain property for three years, to expire in year four of the projected schedule of the contract. This is undoubtedly the same person who is recorded by his full name, ʿEliʿezer, son of Shemuʿel, “the QBYŠ” (הקביש) in P.Yadin 43:3, and in fact, P.Yadin 43 records the partial payment of this very same lease. Furthermore, P.Yadin 43 was issued by the same administrator, Ḥoron, son of Yishmaʿel (see the INTRODUCTION to P.Yadin 43). The parcel is then identified by saying that it is the same property that had been held formerly by a certain בר קביש “son of QBYŠ” (lines 3–4). This could have been ʿEliʿezer’s actual son, in which case a father was assuming his son’s lease, a legal action that might have occurred for any number of reasons. Or, בר קביש could represent a “handle” that was shared by the whole family, in which case some other relative might have formerly held the property in lease. Another case where reference to a prior owner or lessee of a certain property served as a means of identifying the property more conclusively is to be found in P.Yadin 46:5. It is even possible that “the son of QBYŠ” and QBYŠ, son of Shemuʿel are one and the same person, being referred to idiomatically in the third person, and that an earlier lease was merely being extended to this person (see the COMMENTARY on lines 3b–5a).

It is then stipulated that the lease includes all of the property, both productive and unproductive areas, along with rights to fixed times of irrigation, conveyed by the term ענימיה. The subject of irrigation rights is discussed at length in the GENERAL INTRODUCTION: SUBJECT OF GENERAL INTEREST: WATER RIGHTS, where it is explained that access to irrigation went with land that was leased or sold. A schedule of lease payments is imposed: QBYŠ is required to make annual payments, each totaling 650 denarii (*zûzîn*), to be remitted each year in three installments: on the first of Ṭebet, the first of Sivan, and the first of Elul (see the COMMENTARY on line 6). Failure to make these payments would give the administrators the right to disavow the lease, and they could proceed to sell the property, all to QBYŠ’s loss. Any payments remaining due would be collectible from the “house” and possessions of the lessee. There are no witnesses signatory to this document; nor does QBYŠ, the lessee, sign it either. Only the two administrators who issued it signed it. P.Yadin 42 thus provides a clear instance of the factitive function of the verb *k-t-b* by identifying those who issued it as administrators. The site where the lease was drawn up is not given, only the place from which ʿEliʿezer hailed, which is partially lost in line 3 and cannot be identified. Elsewhere it is stated that ʿEliʿezer comes from ʿEin Gedi (see P.Yadin 44:4;

## P.Yadin 42: A LEASE AGREEMENT

45:5–6; 46:2). The difference in the place name can only be explained by the time span of two years between the early P.Yadin 42 (year 1 of the revolt) and the later P.Yadin 44–46 (year 3 of the revolt), during which ʿEliʿezer apparently moved to ʿEin Gedi.

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 42.

Material: Papyrus

Kind of script: “Jewish.”

Kind of Document: Simple deed.

The Group of documents to which it belongs: ʿEliʿezer, son of Shemuʿel’s archive

Condition at time of discovery: Folded; packed together with four more documents.

Maximal Measurements: 11 x 19.3 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: The document became torn vertically in the middle (at the join?), perhaps during the process of its unfolding.

Joins: No join is visible.

Direction of Folds: Sidewise, from left to right.

Height of smallest (right) fold: 1.1 cm.

Height of largest fold: 2.9 cm.

Number of lines (including signatures): 11.

Main text: 9.

Signatures: 2.

Height of text: Total: 8.5 cm (not including long final *nun* of line 11).

Main text: 6.5 cm.

Maximal Width of text:

Main text: 18 cm.

Maximal Measurements of Margins:

Upper margin: No upper margin left (on purpose).

Lower margin: Ca. 2.5 cm (including the long descender of final *nun* of line 11).

Right margin: Ca. 0.9 cm.

Place and Direction of Signatures: Recto; parallel to the script of the main text.

Special notes concerning the signatures: The two administrators who issued the document are the only ones to sign it (without witnesses). The second one, Ḥoron, son of Yishmaʿel, signed for both in a “Jewish,” unskilled hand (the handwriting of both signatures is identical).

Scribe: Unknown (same hand as P.Yadin 43).

Description of Script: A “Jewish” standard cursive with personal characteristics (key letters: medial *nun* with its head bent backward; long *ayin*; *shin* with its medial stroke joining the top of the left stroke). Rapid, but clear handwriting, with most of the letters separated from one another (there are only ligatures of מן and of זויין).

Average height of medial *mem*: 0.2–0.4 cm.

Average space between lines: 0.3–0.4 cm.

## ARAMAIC LEGAL PAPYRI

## P.YADIN 42: TEXT

ב[א]חד לאיר שנת חדא לגאלת ישראל על [ידי]ימי שמ[ע]ו[ן] בר כוסבא נשיא ישראל י[ה]ו[חנן] בר	1
ש[ו]עא מרים וחורן בר ישמעאל פר[נסוהי] [ד]י שמעון בר כוסבא אמרין לקביש בר x	2
[שמו]אל מן בית ע[ ] ר/ר מודין א[נחנה] ל[ך] די [תך] חורתא ופיא חפירא די הוא בר	3
קבי[ש] מחשן מן קודמת דנה א[ ] [ד]נה וכול די בגוה עבד פרין ודי לא עבד	4
[פרי]ן וענימיה כדי חזא להון [ ] [תין] [ס/מ]מיהון בכסף זוזין שת מאה וחמשין	5
[בכ]ל שנה ושנה מן זמן יומה דנה עד ש[נת] ארבע כספא דן תהוא תקל לנה בכל שנה	6
[שע]רין תלת חדא באחד בטבת וח'א ב[אח]ת' בסיון וחדא באחד באלול כספא דן	7
תהוא ממרק להון בק/ת/בין בא'ה א' [ ] [ך] או די נהוא רשין למפק ולתהך	8
מנה ולמזבנו מנה עליך על פ' [ת]שלמ[ת]א מן ביתך ומן נכסיך וקים לקבלדך	9
יה[ו]חנן בר ישוע [על] נפש[ה] כתבה	10
חורן בר שמ[ע]אל כתבה	11

## TRANSLATION

- <sup>1</sup> On the [fi]rst of 'Iyyar, year one of the redemption of Israel by [the hand(s) (or: in [the days) of Shim]ʿon, son of Kosiba', Premier of Israel, Yeho[h]anan, son of
- <sup>2</sup> Yeshuʿa' (and) Miryam, and Ḥoron, son of Yishmaʿel, the admi[nistrators] o[f Shi]mʿon, son of Kosiba', declare to QBYŠ, son of
- <sup>3</sup> [Shemu]ʿel, from Beit ʿ[...GN]...: W[e] acknowledge [to ]you [that] your [...]... (*land*), white, complete, excavated, that the son of
- <sup>4</sup> [QBY]Š had been holding formerly: W[e ... t]his [...] and all that is within it, (whether it) produces fruit or does not produce
- <sup>5</sup> [frui]t, and the set times of irrigation, as is fitting for them. ...[...][...][...](= *their costs*, in the sum of) six hundred fifty silver denarii (*zūzîn*)
- <sup>6</sup> [in eac]h and (every) year, from the period of this day until y[ear ]four. This silver you shall weigh out to us each year
- <sup>7</sup> [in] three [*measu*]res: One: on the first of Ṭebet, and one: on the [firs]t of Sivan, and one: on the first of Elul. (As regards) this silver,
- <sup>8</sup> you must pay them (!) on/in/by ...[...], or we shall be within our rights to depart and 'walk away'
- <sup>9</sup> from it, and to sell (any part) of it at you(r expense), *on/for* ... [and] the [p]aym[ent] (will be exacted) from your 'house' and from your possessions. And (this contract) is valid accordingly.
- <sup>10</sup> Yeh[o]hanan, son of Yeshu[a']; he issued it on his own be[half.]
- <sup>11</sup> Ḥoron, son of (Yi)shmaʿel; he issued it.

P.Yadin 42: A LEASE AGREEMENT

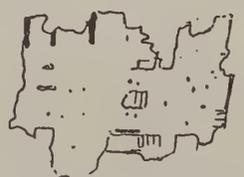
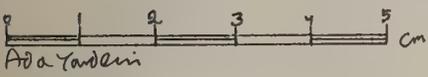
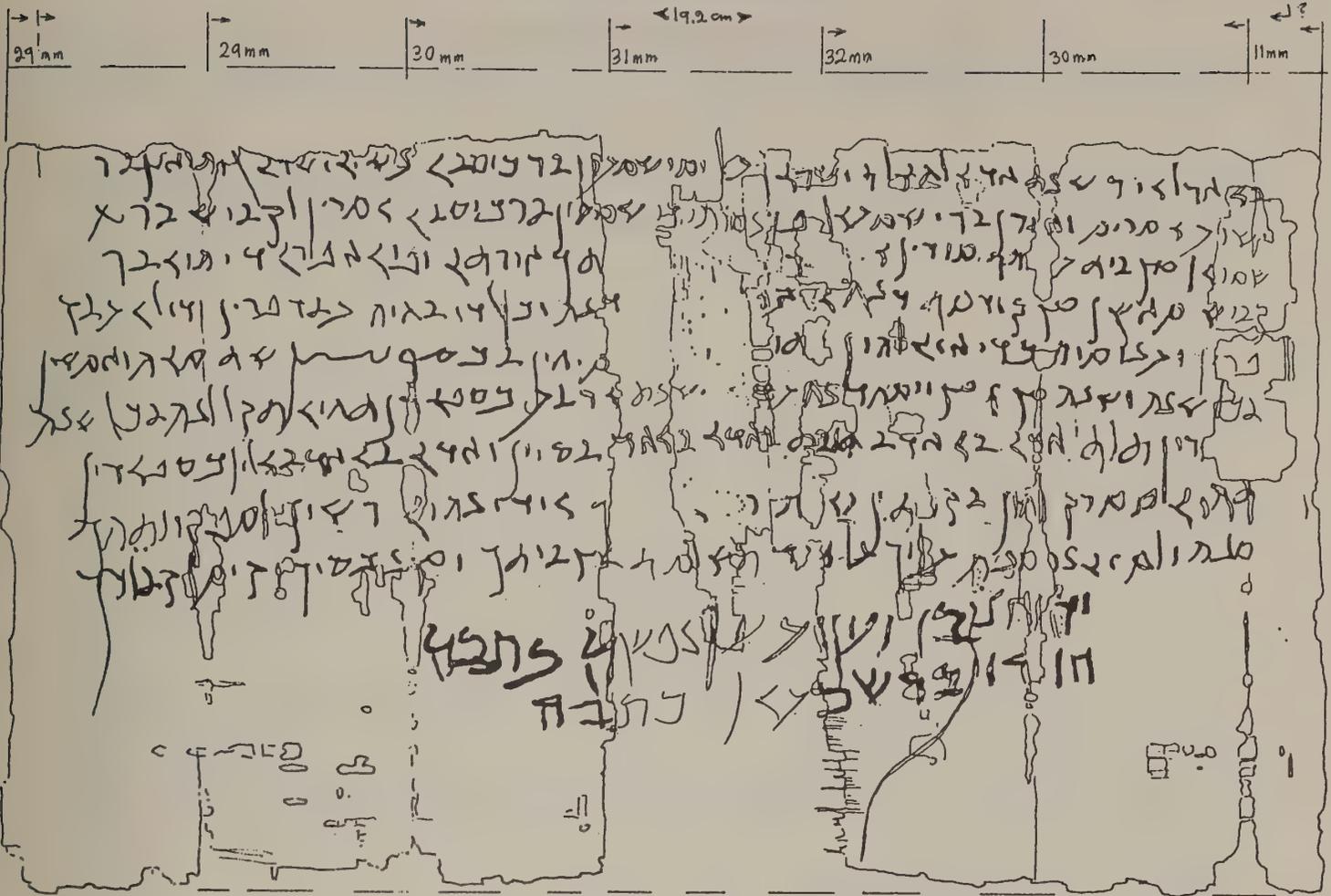


Fig. 13. P. Yadin (5/6 Hev) 42: Recto

## EPIGRAPHIC NOTES

About two words in each line, all along the torn fold, suffered severe damage. Due to the lack of parallels, only part of the lines have been restored.

**Line 1:** The restoration here is על [ידי(י)] “by the hand(s) of, on the part of–,” or על [ימי] “during the days of,” both formulae being attested in documents from the Judean Desert (see e.g., XHēv/Se 8:1 על ימי; XHēv/Se 49 על ידי and Mur 24 B:2; D:2; E:2 על יד) (see the COMMENTARY).

**Line 2:** Restore פר[נסוהי] “his administrators,” as found in others of these papyri (see the COMMENTARY).

**Line 3:** Restore א[שמו]. The name of QBYŠ’s town, which begins with בית, is damaged; an *ayin* is legible at the beginning of what was the next word, and apparently a *resh* at its end. One or two unidentified letters survived before the *resh*, and one or two additional letters are missing in the tear. Later on in the line, we restore: מודין א[נחנה ל]ך “W[e] acknowledge [to] you.” This is followed by a more problematic gap where we restore the relative די “that, to the effect,” which is usual in such formulae. We are, however, unable with any certainty to restore the two or three words that preceded the adjective חורתא “white,” coming right after the gap. All we have are the last two letters of a word: תך [ ], with these letters undoubtedly indicating a second person pronominal suffix in the singular (see the COMMENTARY).

**Line 4:** The large gap ends with the restoration ד[נה] “this.”

**Line 5:** We restore פר[י] “fruit” at the beginning of the line. Further on, after the gap, we have מ[מיהון]. If we read a final *mem* after the bracket, we are assuming that a word appeared in the gap that ended in *mem*. If, however, we read a medial *mem*, we could restore ד[מיהון], which would mean “their costs” (see the COMMENTARY on line 5, below).

**Line 6:** Restore ל[שנה] “each and (every) year” or simply שנה [כ]. Cf. Mur 24 C:18; P.Yadin 3:4: כל שבא ושבה “each and every week.” The space between עד (“until”) and ארבע (“four”) is relatively large. The word שנת has been restored in the drawing according to the size of שנה at the beginning of this line. The script, however, looks more spacious toward the end of the line, and as no other word is expected here, it is reasonable to assume that שנת occupied a much larger space than it shows in the drawing.

**Line 7:** The first word is defective, and reads: [ירין], which might be restored as Aramaic/Late Hebrew [שע]ירין “measures, shares,” yielding the specification: “in measures, three.” which would be logical, in context. Further on in the line, we have the certain restoration: ג[אה]ל.



property in terms of what it contains, which in this case does not include the delineation of boundaries. In the gap preceding what we understand as the determined adjective חורתא “white,” we would expect a word meaning “land,” such as ארעה/א, as is the case elsewhere (see P.Yadin 7:10/44 and the COMMENTARY on P.Yadin 44:12). We could restore and translate literally: חורתא די לך [די ארעה די לך] “that the land that is with you (= that you are leasing), the white.” This recalls Hebrew העפר הלבן, literally “the white land” (see P.Yadin 44:12, 15; תעפר הלבן in P.Yadin 45:8; 46:4). It is likely that ופיא represents an Arabic feminine adjective, based on the verb *w-f-y*, and Aramaized as *wafiya*, and meaning “complete, entire” (Lane Supplement 3057), a cognate of Hebrew יפה. Taken this way, we would have two, successive adjectives, the next word, הפירא, being an adjective meaning “dug, excavated.” Cf. P.Yadin 7:5: ג[נת תמריא די לי שפירא] “the palm-grove that I possess, of good quality.” Conversely, if we still choose to read הפירא as a substantive rather than an adjective, it could represent an additional item: “(and) an (irrigation) ditch.” Aramaic עבר פרין, like Hebrew עשה פרי/פרות “to produce fruit” is idiomatic (cf. Gen 1:11; *m. Kil.* 6:5), and refers, of course, to all kinds of produce, not only to fruit.

#### Terms of the Lease (Lines 5b–9)

**Line 5b–6:** If the restoration: ד[מיהון] “their costs, equivalent values,” is correct, we have a clause stipulating the costs of the lease: “their costs,” namely of all parcels and areas mentioned above. Cf. the plural להון “for them,” in line 5a. The lease was based on an annual payment of 650 denarii (*zūzîn*), for a term of exactly three years, until the first of Iyyar, year four. This is the effect of saying מן זמן יומה דנה “from the period of this day.” Presumably, no payments were due during the first season, from the inception of the lease in Iyyar until the month of Tebet, when the first payment came due.

For the language and formulation of P.Yadin 42, see the Hebrew of P.Yadin 44:17, 19 and of Mur 24 B:15–16; C:13–14, which date to the Bar-Kokhba period (Milik 1961:125–28; Yardeni 2000c:A:107) where we find the clause: כול שנה ושנה ... שאהא שוקל לך “that I will weigh out to you ... every year” and variations of the same. The form of payment in the Murabba‘at documents was prime-quality wheat, whereas in the present case, it is coinage, or currency.

**Line 7:** If the restoration [בשע] וריין “in measures” is correct, then what follows merely spells out the three payment periods of each year, beginning when the fruit was ripe. Cf. XHev/Se 12 where a similar schedule is reflected in a receipt for specified quantities of dates (Yardeni 1997:61–62).

**Lines 8–9:** The Pa<sup>ce</sup>l of the verbal root *m-r-q* occurs in defension clauses, where it means “to wipe off, clear” of claims, and serves as one of a series of verbs conveying similar meanings (cf. XHev/Se 50+Mur 26, lines 15, 19; Yardeni 1997:127, and see the COMMENTARY on P.Yadin 45:26). Here, and in another Aramaic document, P.Yadin 47a:9,

it bears the nuance “to pay up, remit.” This same connotation is attested in *y. Ketub. 6:2* (30c): פורנה לה ממרק ולא דמשביק אינתתיה “like one who divorces his wife but does not pay her the dowry.” In a similar vein, the Ithpa<sup>c</sup>al form אתמרק (*ʾithmāraq*) means “to be repaid, reimbursed.”

If these payments are not made on schedule, the two administrators are free to consider the lease null and void. The way this is expressed is interesting: די נהוא רשין “That we shall be within our rights.” The form רשין (= *raššāyin*) is a *qaṭṭāl* plural. The clause continues: עלריך למפך ולתהך מנה ולמזבנו מנה עלריך “to depart and to ‘walk away’ from it, and to sell (any part) of it at you(r expense).” This is a very graphic legal idiom. The form ולתהך is strange; we would expect ולמהך. The form ולמזבנו (*ʾulemezabbōnū*) represents the Pa<sup>c</sup>el infinitive; hence: “to sell.” The nuance of “at your expense (literally, “against you),” for עלריך is contextual.

Provisions granting creditors the right to attach, and ultimately to seize assets of the debtor in default of payment are well attested. See the COMMENTARY on P.Yadin 1:43–44, and Yardeni 2000c:B:150–51 Concordance, s.v. תשלום.

#### The Signatories (Lines 10–11)

**Lines 10–11:** The two administrators issued the document, which is the force of factitive כתבה “he had it written; he issued it,” appearing after each name. It is worth noting that these are the persons in whose names the document was written: they let out the land. So it is that Yoḥanan was, in fact, signing on his own behalf, as stated. Apparently, documents issued by the administrators required no witnesses (see the GENERAL INTRODUCTION: FORMAL FEATURES OF THE PAPYRI: SUBSCRIPTIONS AND WITNESSING for a discussion of this feature, and cf. P.Yadin 8:10).

## P.Yadin 43 (= 5/6Hev 43): A RECEIPT IN ARAMAIC

Plate 75

1 Elul(?), Year 1(?) of Revolt

### INTRODUCTION

P.Yadin 43 is a “tie, receipt” (קתרא, cf. Hebrew קשר) for the partial payment of a lease. The number of the year during Shimʿon, son of Kosiba’s administration is illegible, but the ink remains exclude any restoration other than [חדה] שנת “year one.” Furthermore, we can make out the first *lamed* in the month name Elul, yielding the date of the fifth of the month of Elul, year one (see the EPIGRAPHIC NOTES to line 1). Two features make P.Yadin 43 particularly interesting. The first is that it is a direct consequence of the lease recorded in P.Yadin 42; it records a partial payment of that same case. In fact, the third payment scheduled in P.Yadin 42 was due on the first of Elul, and here we have a payment being remitted on the fifth of Elul. This represented a small payment, considering that the lease price was 650 denarii (*zûzîn*) per annum, payable in three installments, each presumably exceeding 200 denarii. Perhaps it was a late payment, part of the sum that had come due on the first of Elul. The second point of interest is that P.Yadin 43 resembles P.Yadin 45–46 in its reference to a “tie,” or receipt, and thereby helps to define the relevant legalities. In effect, ʿEliʿezer, son of Shemuʿel, known as “the QBYŠ” (here QBŠ), who was the lessee in the transaction recorded in P.Yadin 42, paid out to Ḥoron, son of Yishmaʿel, one of Shimʿon’s two administrators named in P.Yadin 42, thirty-nine denarii, by which sum he reduced the balance of the lease price owed by him for the parcel he had leased from Shimʿon. The document ends with the statement that this “tie” shall be valid.

Ḥoron, son of Yishmaʿel, the administrator acting as collection agent, wrote the receipt after the funds were weighed out to him. As indicated in the TRANSLATION and in the EPIGRAPHIC NOTES to line 8, there was an additional line after line 8 with indications of a second signature, perhaps that of Yehoḥanan, the second administrator in P.Yadin 42, but this is uncertain. On the VERSO, remains of large letters appear, but they may have belonged to a different text (see the EPIGRAPHIC NOTES to VERSO, below).

P.Yadin 43: A RECEIPT

**PHYSICAL DESCRIPTION**

Number of Document: P.Yadin 43.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Simple deed.

The Group of documents to which it belongs: 'Eli'ezer, son of Shemu'el's archive.

Condition at time of discovery: Folded; packed together with four more documents.

Maximal Measurements: Ca. 17 x 9.1 cm.

Direction of fibers on Recto: Perpendicular to the script.

Description of Damage: The document is torn horizontally, approximately near its center, into two separate, overlapping fragments. If the placing of the fragments is correct, most of the three folds below the center are missing. The upper half, containing the text, is almost intact, except for the last signature, which is almost totally missing, and except for minor damages at the folds. It seems that part of the fold at the bottom is also missing.

Joins: No join is visible.

Direction of Folds: From top to bottom, and then in thirds.

Height of upper fold: Ca. 2.3 cm.

Height of largest fold: Ca. 2.5 cm.

Number of lines (including signatures): 9.

Body of the deed: 7.

Signatures: 2.

Height of text: Total: Ca. 6.9 cm.

Body of the deed: Ca. 6.2 cm.

Maximal Width of text: 7.5 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (ca. 0.8 cm, including the ascender of *lamed*).

Lower margin: Ca. 9 cm (+?).

Right margin: Ca. 1.4 cm (line 1).

Place and Direction of Signatures: Recto; parallel to the main text.

Special notes concerning the signatures: Only the first signature survives, that of Ḥoron, son of Yishma'el, the administrator of Shim'on, son of Kosibah, who issued this receipt. Of the second signature, only the tops of the first three or four letters survive. This signature may have been that of Yehoḥanan, son of Yeshua' (cf. P.Yadin 42). On the verso, parallel to the script on the recto, remains of one line appear, which seem to be the end of a signature, probably belonging to an older text which occupied part of this papyrus sheet from which P.Yadin 43 has been cut off.

Scribe: Unknown (same hand as in P.Yadin 42).

Description of Script: (See P.Yadin 42)





## ARAMAIC LEGAL PAPYRI

### EPIGRAPHIC NOTES

**Line 1:** As preserved, the line reads: °°° שנת °°ל°[ל] בחמשה. As explained above, only the *lamed* of the month name is recognizable. Because only the month Elul contains a *lamed* as its second letter, there seems to be no alternative reading, even though the remains of the other letters hardly resemble the forms of those that would be expected. We, therefore, provisionally restore: בחמשה [ל]אלול. Ink remains rule out any year number except “one.”

**Line 2:** After the word סלק, we provisionally read י' at the end of the line yielding “the discharge (of debt) that–.”

**Line 4:** For עליד written *unctim*, cf. P.Yadin 1:38. The tendency to write these words without a space is already known from Elephantine documents (e.g., TAD C3.8:2, 3; 3.12:10, 11, 31; etc.).

**Line 5:** Preferably read ק[סל] “he paid off, discharged” in the light of line 2, above. A reading חלק “he apportioned” is also possible.

**Lines 8–9:** Remains of ink near the tear below line 8 indicate the existence of another signature. Therefore, an additional line should be restored here as line 9.

**VERSO:** As already noted, the remains of large letters in one line may have belonged to a different text, which may be concluded from the fact that the line, which appears upside down on the fold of the document, is cut on its right side, whereas our document preserves both its right and left margins.

### COMMENTARY

**Line 2:** The word סלק is a noun form, based either on the simple stem and read as *selaq*, or possibly *seliq*, or a noun of the Pa<sup>c</sup>el stem, read as *sallēq*. Whether taken as the simple stem or as the Pa<sup>c</sup>el, the meaning is literally “removal, reduction”; hence: “discharge of debt.” The Aramaic verb *s-l-q* in the Pa<sup>c</sup>el stem, which actually occurs in line 5, below, has a range of meanings, the most frequent of them being “to take away, remove” as an aspect of lifting or raising. In the context of indebtedness, the verb סלק (*sallēq*) would mean: “to pay off.” Cf. *b. B. Mešī'a* 68a:

סתם משכנתא שתא. למאי נפקה מינה? דאי אכיל לה שתא, מצי מסלק ליה

A mortgage for an unspecified period is (assumed to be) for a year. What practical result would ensue from this (= What difference does it make)? (It is that) if one profits from its usufruct for a year, he will have the capability to pay him off.

**Line 3:** There are quite a few references in the legal papyri to “weighing out,” Hebrew *š-q-l*,

Aramaic *t-q-l*, as we have here (P.Yadin 42, 44, 46; Mur 24). In this line, the full name of the lessee appears as ʿEliʿezer, son of Shemuʿel, the QBŠ (see the COMMENTARY on P.Yadin 42:2–3).

**Line 4:** The prepositional construction על יד (here written *junctim* עלִיד; see the EPIGRAPHIC NOTES) connotes agency (1 Chr 25:2; 2 Chr 29:27; and with the same meaning אל יד [Esth 2:3, 8]). The plural על ידי has the same force in Talmudic usage (Sokoloff *DJPA* 407).

**Lines 5–6:** Preferring to read וְנִי סִלַּק “that he discharged, paid off” at the end of line 5 (rather than חִלַּק, “he apportioned”), we continue to read that this sum was part (as expressed by partitive בִּן) of the “lease price,” חִכְרָה (= *ḥakirāh*). For this meaning, and a discussion of various forms of the verb *ḥ-k-r*, see the COMMENTARY on P.Yadin 44:17.

**Line 7:** The Aramaic term קִתְרָא “tie, receipt,” also: “binding agreement,” is etymologically related to Hebrew קָשַׁר. Both Aramaic קִתְרָא and Hebrew קָשַׁר are assumed to be derived from Proto-Semitic \**q-t-r*, which is realized phonetically in Hebrew as קָשַׁר and normally in Aramaic as קִטַר “knot,” instead of expected קִתַר, resulting from the partial assimilation of the *taw* to the preceding *qoph*. For Aramaic קִטַר “knot,” and related forms, see Sokoloff *DJPA* 488–89; Levy 4:288–89, and cf. Syriac *qetrā* (*LexSyr* 662). All of this is explained, using these same examples in Aramaic and Hebrew by Brockelmann (*GvG* 1:154 §54h), who lists as hypothetical an Aramaic form \**qetar*, written with *taw*, the undetermined state of the very form קִתְרָא now actually attested here (see also Bauer and Leander 1927:33 §7d). See APPENDIX B for more information about the function of this type of receipt and its utilization, as well as its underlying legal concept. Such receipts were particularly useful in acknowledging partial payments made through agents, which is what occurred here. The line concludes with a statement of validity, guaranteed, as it were, by the collecting agent. The form קִימַ represents the *qaṭṭāl*: *qayyām* “valid,” with iterative, or durative force.

**Line 8:** As in other instances כְּתִבָּה has factitive force: “He had it written; he issued it” (see the COMMENTARY on P.Yadin 8:10, and on P.Yadin 42:10–11, and the GENERAL INTRODUCTION: FORMAL FEATURES OF THE PAPYRI: SUBSCRIPTIONS AND WITNESSING).



## P.Yadin 47 (= 5/6Hev 47): A SALE CONTRACT IN ARAMAIC

47a and b: Plates 79–80

14 Tebet, Year 3 of Revolt

47a: Plate 81; 47b: Plate 82

### INTRODUCTION

P.Yadin 47 is an unusual sale contract in Aramaic, composed of two sections (henceforth P.Yadin 47a and P.Yadin 47b), written by two different scribes, in different directions. Unfortunately, both sections are in a very poor state of preservation. Although both P.Yadin 47a and P.Yadin 47b attest to the same purchaser and the same vendor, due to the fragmentary condition of the papyrus it is not altogether certain that both sections pertain to the same transaction, although this is most likely the case because the two sections are written on the same papyrus sheet. It should be noted that P.Yadin 47a is formulated from the perspective of the vendor, who addresses declarations to the purchaser in the second person. P.Yadin 47b is mixed in its forms of address. It begins and concludes from the perspective of the purchaser who addresses the vendor in the second person, but along the way shifts, referring to the purchaser in the third person. There seem to have been signatures on the VERSO of 47a, where remains of two lines have apparently survived, but due to the poor condition of the papyrus, these are hardly recognizable.

P.Yadin 47a:3 preserves the date of the document as the fourteenth of Tebet, year three of Shim'on, son of Kosiba'. The parcel that was sold consisted of half of a vegetable garden located in Ein Gedi. Notwithstanding its highly fragmentary condition, the text provides important information in the parts of it that are preserved. We know the partial name of the purchaser, 'Eli'ezer, which appears in both sections. 'Eli'ezer is designated "purchaser" (זבנה) in P.Yadin 47a:9, and is again mentioned in P.Yadin 47b:4, 9. We also have the name of the vendor, Yeshua', son of RŠTYN, who is addressed by the purchaser in the second person in P.Yadin 47b:4, and again in line 8, where he is explicitly designated "the vendor" (מזבנה). The sale price of 100 denarii, equal to twenty-five sela's, is recorded in P.Yadin 47b:6.

For the rest, there are tell-tale signs, in one or both sections, of the standard acknowledgments of payment, the defension clauses, the delineation of boundaries, and the conventional statements stipulating the rights of ownership. It is possible that only three abutters are listed (P.Yadin 47b:7–8): east, west, and south, with the other half of the garden (perhaps belonging to Yeshua' himself), lying to the north. This is suggested by P.Yadin 47b:8, although the relevant passage can be understood differently (see the COMMENTARY). It might be helpful to outline the cumulative information provided by P.Yadin 47a and P.Yadin 47b:

P.Yadin 47a:

Date of document.

Statement of sale by vendor, and location and identification of parcel.

ARAMAIC LEGAL PAPYRI

Acknowledgment of receipt of full payment.  
Statement of rights of ownership.  
Guarantee of clearance by vendor (?).

P.Yadin 47b:

Name of vendor and partial name of purchaser.  
Guarantee of clearance by vendor (residual indications).  
The purchase price.  
Acknowledgment of receipt of payment by vendor.  
Statement of the rights of ownership.  
Delineation of the boundaries of the parcel.  
Repetition of the rights of ownership.  
Guarantee of clearance by vendor.

There are several problems of interpretation that will be raised in the COMMENTARY. As an example, we cannot positively identify ʿElʿazar of P.Yadin 47b:2, unless this is an alternate spelling of the name of the purchaser, ʿEliʿezer. In its formulation, P.Yadin 47 resembles most of the deeds of sale from the Judean Desert including the principal Nabatean-Aramaic legal documents, P.Yadin 1, 2, and 3, where many of the terms and formulae occurring here are explained, and to which the reader is referred for explanatory comment. The lines of the document are of extended length, as is evident from the drawings and photographs.

## P.Yadin 47: A SALE CONTRACT

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 47a; 47b.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Two double deeds (each tied separately, written on one papyrus sheet, in upside-down position).

The Group of documents to which it belongs: ?.

Condition at time of discovery: Rolled, inside a hollow reed.

Maximal Measurements: 30 x 27 cm.

Direction of fibers on Recto: Perpendicular to the script.

Description of Damage: Most of the upper, tied part of 47a fell to pieces while unfolding the document. The rest of the papyrus is full of insect holes scattered all over, and large sections of the script in both texts are either torn away or peeled off.

Joins: Ca. 14.7 cm from the top of 47a, near the center of the papyrus sheet on the recto.

Direction of Rolling: From the top of 47a toward the top of 47b.

Number of lines: 47a – 11; 47b – 10.

Upper text: 47a – missing(?); 47b – 3.

Lower text: 47a – 11; 47b – 7.

Signatures: (1 or 2 [+?]; appearing neither in the transcription nor in the drawing)

Height of text:

Upper text: 47b – ca. 1.3 cm.

Lower text: 47a – 11 cm; 47b – ca. 6 cm.

Maximal Width of text:

Lower text: 47a – 24.5 cm; 47b – 25.7 cm.

Height of space between upper and lower texts (including ascender of *lamed*): 47a – 1.5[+?] cm; 47b – ca. 1.5 cm.

Maximal Measurements of Margins:

Upper margin: 47a – missing; 47b – no margin left? (0.6[+?] cm).

Blank space between the two documents: Ca. 7.5 cm.

Right margin: 47a – ca. 1.2 cm; 47b – ca. 0.8 cm.

Place and Direction of Signatures: Verso; perpendicular to the text on the recto.

Special notes concerning the signatures: On the verso of 47a, remains of one or two signatures seem to have survived, which are now hard to recognize.

Scribe: 47a – unknown; 47b – Mattat, son of Shim'on (the same scribe wrote XHev/Se 7 and 13).

Description of Script:

47a – A "Jewish" elegant cursive, in line with the standard cursive of the early second century CE. Personal characteristics include the bending forward of the script and the long descenders as well as *lamed*.

Average height of medial *mem*: 0.15–0.2 cm.

Average space between lines: 1–1.3 cm.

47b – "Jewish" standard cursive, with personal characteristics (key letter: *shin* with an almost horizontal left stroke, and an almost vertical middle stroke). Rapid but clear handwriting with nicely spaced letters and only a few ligatures.

Average height of medial *mem*: 0.3–0.35 cm.

Average space between lines: 0.5–0.8 cm.







P.Yadin 47: A SALE CONTRACT

TRANSLATION

**P.Yadin 47a:**

<sup>1</sup> [...]...[...][...][...]  
<sup>2</sup> [?]  
<sup>3</sup> On the fourteenth of Tebet, year three of Shim[<sup>c</sup>]on, son of K[osiba<sup>?</sup>, Premier of Israe]l ... [...] ... of (or:  
from) ...[...]  
<sup>4</sup> [...]... [Th]is day I have sold you the half-share of this vegetable garden which is mine, which is in 'Ein  
Ge[di.] ...[...][...][...][...] and (of) which I sold you a half[...]  
<sup>5</sup> [...]... of a half of the (**or**: that ... divided) ...[...][...][...]  
<sup>6</sup> [...]...[...]  
<sup>7</sup> [...]...[...][...] to ...[...][...] as is  
<sup>8</sup> fitting. On this (matter)(?) all that/which ... and ... and will be fitting. And that place [...]...[...][...] . . . And I  
<sup>9</sup> am in receipt of the silver, (and I) grant clearance for the total amount of payment. In perpetuity, 'Eli'ezer,  
the purchaser will have jurisdiction over his ..., and may acquire [by p]urchase the half of this garden,  
(he will be permitted) to buy and to sell [...]...[...][...] and to d[o] with it anything you wish  
<sup>10</sup> from this day [and in per]petuit[y]. And I [...]...[...][...] from any ...  
<sup>11</sup> [...]...[...][...][...] any [...]....

**P.Yadin 47b:**

<sup>1</sup> [...]...[...]  
<sup>2</sup> ...[...][...][...].... And 'El'azar is in receipt of ...[...]  
<sup>3</sup> [...]...[...][...] time (?) [...]  
<sup>4</sup> ...[...][...][...] and [...] that you are declaring, Yeshua<sup>c</sup>, son of RŠṬYTN to me, I, 'Eli'ezer, son of  
<sup>5</sup> ...[...][...] of/from ...[...][...] of mine, which [...]... from [...]...[...][...] to you ...[...][...] which ... f[ar] or  
[n]ear ...  
<sup>6</sup> ...[...][...] and ... with (the sum of) one hundred silver denarii which are (equal to) twenty-five Tyrian  
(sela's). And the funds were received (**or**: they received the price) on the day that this document was  
written. 'Eli'ezer is per[mit]ted and empowered  
<sup>7</sup> [...]...[...] is fitting. All of ... and its roof, from t[h]is day and in perpetuity. And these are the boun[daries  
of] this plantation: To the east: ..., son of 'Abbah;  
<sup>8</sup> and to the west: [...]...[...]; and to the so[ut]h: ... and Yeshua<sup>c</sup>, the vendor ... [...]...[...][...] Zephaniah  
(**or**: the northern) [...]... all of ...[...][...] on the boundary –  
<sup>9</sup> [th]is (same) 'Eli'ezer has purchased. Per[mitted] and empowered (is) 'Eli'ezer, to buy and to se[l]l [and] to  
[...] and to do with this [...] al]l that [you wis]h from this day and in perpetuity. And you, Yeshua<sup>c</sup>  
<sup>10</sup> ...[...][...][...] to *release* [...]...[...][...] any person, far or near and [...]...[...][...] the garden.

## EPIGRAPHIC NOTES

**P.Yadin 47a:**

**Lines 1–2:** Virtually illegible; tiny spots of ink indicate the existence of an UPPER TEXT that is now lost.

**Line 3:** The first part of the line can be reconstructed with certainty, giving the date of the transaction. The rest of the line shows indications of writing, but is damaged beyond repair.

**Line 4:** There is a gap at the beginning of the line, followed by a restorable statement of sale. The words **יִמָּא [ד]נָה**, of which only a *mem* and a final *aleph* are clearly preserved, were restored according to the formula evident, for example, in XHev/Se 8:2; 8a:3, where these words appear either before or after **וּבְנַת לַךְ** “I sold to you.” After the restored place name, **[י]גְּעִין בְּעִין גְּ** there are large gaps where there was a tear. There is then a reference, in a relative clause, that the sale had been made. The last words in the line may perhaps be restored as: **כֹּל [ת]פְּלְגוּ** “half of all,” with the clause continuing into line 5.

**Lines 5–7:** These lines are too fragmentary to allow for interpretation. Near the beginning of line 5 we read: **דְּפִלְגַּ** “*that he divided*” (see the COMMENTARY). Line 6 is entirely unintelligible, with indications of writing. At the end of line 7 we read: **כְּדִי**, which continues into line 8 as the idiomatic phrase: **כְּדִי חֻזָּה** “as is fitting.”

**Lines 8–9:** Except for legible **עַל דְּנָה** “on, regarding this,” which completes a clause, followed by **כֹּל**, which begins a clause, and the word **וּיְחֻזָּה** “and will be fitting,” the rest of this line is largely unintelligible. It ends with the word **וְאִנְה** “and I” which begins a new clause that continues into line 9, which is quite well preserved. Following the word **וּבְנָה** “the purchaser,” the unidentified word: **בְּ־וְהִי** stands where we would expect either: **וּיְרִתוּהִי** “and his heirs” (see the COMMENTARY on P.Yadin 47a:9) or **בּוּבְנוּהִי** “in (= regarding) his purchases.” In the clause outlining the rights of the purchaser, we restore **וּיִקְנֶה [וּי]זְבֵן** “he may acquire or sell.” This imperfect formulation seems to be a variation as evidenced by the use of infinitives in this well-attested formula further on in the line. Still further, the infinitive **[ד]לְמַעַבְדֵּי** “and to do” is restored.

**Lines 10–11:** Line 10 begins by completing the statement of the new owner’s rights, and then begins a new clause. We restore: **וְעַד לְעֵלְמָא [וּ]אִנְה** “[and in per]petuit[y]. And I.” Near the end of line 10 we read **מִן כֹּל ח־** “from any/all ...,” followed by an X-mark filling the gap near the margin (see the EPIGRAPHIC NOTES to P.Yadin 44). Near the end of line 11 we read: **עַל כֹּל** “concerning any–.” These two lines are largely unintelligible.

**P.Yadin 47b:**

**Lines 1–3:** These three lines, which apparently comprised the UPPER TEXT of this document,

are mostly illegible. It is difficult to tell if text is missing at the top of the papyrus, although it seems that no additional fold of the papyrus sheet is missing. Near the end of line 2 we read three words: *פּוֹתַח וּמִקְבֵּל אֲלֵעוֹר* (see the COMMENTARY). Near the middle of line 3, which is short, we read: *זְמַנְךָ* (see the COMMENTARY).

**Line 4:** This seems to be the first line of the LOWER TEXT, and since this is where a date formula would occur, it is conceivable that after what would have been the first three letters of the line, which are now missing, the word *לְכַסֵּלְךָ* occurred (see the COMMENTARY). There is room, however, for only about sixteen letters of the usual thirty used in such formulae. Although the gap may end with the letters *aleph* and *lamed* (= *אֵל*), the rest of the remains do not seem to fit this formula. The last third of the line is quite clear, except for the name of Yeshua<sup>c</sup>'s father, only dubiously restored as *יְשׁוּעָה*.

**Line 5:** This line is mostly unintelligible, with indications of writing. We can make out two short words: *דִּילִי דִּי* “of mine, which—.” Near the end of the line we restore: *וְהִקְרִיב וְהִקְרִיב* “f[ar] or [n]ear.”

**Line 6:** After partially preserved words and a gap coming at the beginning of the line, the main part of the line is preserved very well. We restore *וְהִשְׁלַטְתָּ* as part of the phrase *וְהִשְׁלַטְתָּ וְהִשְׁלַטְתָּ* “per[mit]ted and empowered (is)” near the end of the line. This formula gives the purchaser the right to do whatever he wishes with the acquired property.

**Line 7:** Notwithstanding sizable gaps in the first half of the line, the latter part of the line is intelligible, with two minor restorations: *מִן יוֹמָא דְנַא* “from t[his] day” and *תְּחִיבְךָ* “the boun[daries of—].” Although the patronymic *אֲבָה* is legible, the first name of the person is not restorable. It ended with *he*<sup>2</sup>, preceded by what looks like a *beth*, but what preceded that letter is uncertain: *resh*, *daleth*, *waw*, *zayin*, or *yod*. The first letter, which is badly damaged looks like the left part of a *gimel*.

**Line 8:** The major part of this line is unintelligible. Notwithstanding its large gaps, this line identifies the vendor, Yeshua<sup>c</sup>. Preceding his name is an undeciphered word that may be a ligature of *בְּרָה* “the son,” in which case we would read: *בְּרָה דִישׁוּעָה* “the son of Yeshua<sup>c</sup>,” but this reading is uncertain. Finally, at the end of the line, we have: *עַל תְּחִיבְךָ* [ ]° כל “all of ...[...].” The word *תְּחִיבְךָ* ends with a large emphatic *aleph* suggesting that it terminates a clause. The beginning of line 9, however, seems to continue this clause from line 8.

**Line 9:** Notwithstanding large gaps, this line is comprehensible because it contains standard formulae (see the COMMENTARY). Before the provision: *לְמַקְנָה וּלְמַזְבָּנָה* “to buy and to sell,” restore: *וְהִשְׁלַטְתָּ אֵלֵינוּ* “per[mitted] and empowered is <sup>c</sup>Eli‘eze[r].”

**Line 10:** Except for the clear words כל אנש רחק וקרוב “any person, distant or near,” this line is severely damaged, but we partially read one verb that connotes clearance: למצפֿן. The last legible word is perhaps to be read גִּנתא “the garden.”

## COMMENTARY

**P.Yadin 47a:**

**Line 3:** The restorations are self-evident. On the title נשיא ישראל “Premier of Israel,” see APPENDIX A.

**Line 4:** Several forms of the verb *p-l-g* “to divide” occur in this document. We find abstract פלגות “half-share” here and in line 9, as well as the form פלג later on in line 4. The form פלג is perhaps to be taken as a masculine noun meaning “half, half-share.” As with other terms denoting parts of a whole, such as חלק, for instance, the nouns פלג and פלגות may connote “half-shares,” not necessarily half of the area of the property, but rather a fifty-percent share in its ownership. In line 5, the form דפלג with the prefixed relative particle is more likely a verb, which means “who divided.” This opens up the possibility that the form פלג in line 4 might also be a verb. Note inconsistent spellings in the same line: זבנת לך “I have sold to you” versus *plene* ודזבנית לך “and which I sold to you (see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.I.b).

**Lines 7–10:** The last word in line 7 begins a familiar phrase continued in line 8: כדי חוזה “as is fitting.” This may be resumed further on in line 8, where we are able to read: ויחווה “and it will be fitting.” What we have is a resumptive statement: כדי חוזה ... ויחווה “as is fitting ... or will be fitting,” which is to say, at sometime in the future. To understand the force of the imperfect, some comment is necessary. Underlying the extended sense of the Pe<sup>c</sup>il “is fitting” is the semantic transaction by which verbs meaning “to see” connote choice, or preference. Thus, in Hebrew, Exod 18:21: ואתה תחווה מן העם “and you shall select from the people.” In Rabbinic usage, cf. *m. Abot* 2:9: רואה אני את דברי פלוני “I prefer the words of So-and-So.” In Late Hebrew, Aramaic כדי חוזה is back-translated: כראוי “as is fitting.” This form actually occurs in our texts, P.Yadin 44:13, 16 (and cf. *m. Git.* 6:5, etc.). To achieve this meaning for the active imperfect of the simple stem, we must assume that it has been impacted by the preceding Pe<sup>c</sup>il form, so that it does not mean “or he will see,” but rather “or will be fitting.” We would have expected the Ithpe<sup>c</sup>el: ויתחווה in order to convey the required sense, and it is not entirely impossible that ויחווה is an assimilated form of the Ithpe<sup>c</sup>el: וייתחווה. Once again we find that the last word in line 8, ואנה “and I,” begins a new clause, which continues into line 9. It is the acknowledgment of receipt of full payment by the vendor, a clause well attested at Naḥal Ḥever. Note that the name of the vendor is not repeated after the subject pronoun ואנה as is usual in such formulations.

Usage of the Pa<sup>c</sup>el ממריק דמין גמירין (*plene*) in line 9 in the clause: ממריק דמין גמירין requires comment. This significant verb often means “to clear, remove claims” and is part of the

## P.Yadin 47: A SALE CONTRACT

standard defension clauses (see the COMMENTARY on P.Yadin 45:26–29 and see XHev/Se 50+Mur 26, lines 15, 19 [Yardeni 1997:127]). We have also encountered the meaning “to pay up, remit” as in P.Yadin 42:8, where the Pa<sup>c</sup>el of *m-r-q* pertains to payment of what the lessee owes. Here the sense seems to be “to release,” an act undertaken by the vendor as part of his acknowledgment of receipt of payment. That is to say, he has received payment in full and guarantees release from any further claim for payment on his part. Further on in line 9, we encounter, if the reading and restoration are correct, a subordinate clause interrupting the investiture clause and containing two finite verbs in sequence that seem to be redundant. This may have the effect of rendering the second verb circumstantial; hence: וְיִקְנֶה [וּיִזְבֹּן] “he will acquire [by p]urchase.” The verb תִּצְבֹּן “you (pl.) wish” was possibly meant to include ʿEliʿezer’s heirs, as well (see the EPIGRAPHIC NOTES to P.Yadin 47a:9).

In line 10, a new clause begins with וְאֲנִי “and I,” and probably contained a clearance formula similar to what we have traces of in P.Yadin 47b:9–10 (see below).

### P.Yadin 47b:

**Line 2:** This section is written in the name of the purchaser. Note that in contrast to P.Yadin 47a, this section, which was written by a different hand (as a matter of information, the same hand as XHev/Se 7 and 13 [Yardeni 1997:20]), attests the demonstrative דָּנָן alongside דָּנָא. In line 2, which is very fragmentary, we read with great uncertainty that a person named ʿElʿazar (not ʿEliʿezer) פִּזְתָּה וּמְקַבֵּל [“opens and receives.” If the reading is correct, we may assume that the Hebraistic participle פִּזְתָּה is part of the clause that follows, but its reading is doubtful and its meaning is elusive. Now, if this ʿElʿazar is the same person named ʿEliʿezer, namely, the purchaser (P.Yadin 47b:4, 6, and 9), he would not be on the receiving end of payments, but rather the payer. Due to the fragmentary condition of the beginning of P.Yadin 47b, we cannot identify this otherwise unmentioned ʿElʿazar.

**Line 4:** This line opens the LOWER TEXT of this double deed. If the reading לְכַסְלוֹ at the beginning of the line is correct, it must be concluded that 47b had been written before 47a which bears a date in Tebet! This presents a problem concerning the relationship between the two sections. In the latter part of the line we have reference to a citation made in the name of ʿEliʿezer of what the vendor, Yeshuaʿ, stated to him, the purchaser. Unfortunately, the statement itself is damaged beyond restoration. Note the characteristically Aramaic present tense, generated by combining the participle with an independent pronoun: דְּאָמַר אַנְתָּ (= *deʿāmar ʿant*) “that you are declaring.” Also note use of the relative pronoun in this same construction, written *unctim*, -ד, instead of *separatim*: דִּי (see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.III.b.ii).

**Lines 5–6:** The presence of idiomatic וְ[חִיק] וְ[קָרִיב] “far or near” indicates that a defension clause appeared here. In line 6 we have a legible sequence, beginning with the registration of the purchase price of the property. (On the currency values, and the well-known equivalency

formulae, see the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: CURRENCY.) This is followed by a more specific acknowledgment to the effect that “they received the funds; the funds were received” (Pa<sup>c</sup>el perfect, plural: קבלו = *qabbilu*, with passive force) on the day that the contract was written (Pe<sup>c</sup>il, singular: כתב = *ketib*). Line 6 ends with the beginning of an investiture clause, assuring ʿEli<sup>c</sup>ezer of his rights as the new owner. Formulaic וְשֵׁלַט [ש]י = *raššay wešallit*) may be taken as hendiadys: “the rightful possessor,” or: “rightfully possesses.”

**Lines 7–8:** A description of the property undoubtedly appeared in the large gaps of line 7, concluding with reference to וגגה “and its roof” perhaps the roof of the garden, or of a structure within it. ʿEli<sup>c</sup>ezer is to have possession of this, too, in perpetuity. In line 8, we have the usual stipulation of boundaries, in the order: east, west, and south. Illegible and partly torn away is the identification of the persons who owned the contiguous properties. More significantly, there is no certain reference to the northern boundary, unless we take צפניה later on in line 8, after a gap, which is a known personal name (but not attested in documents of this period!), to represent some form of צפון “north,” meaning “the northern,” which would be descriptive of the immediately preceding word. We would not have, however, the usual syntax for boundary descriptions. The line is too damaged to allow for clear interpretation. Actually, there might not have been a need to specify the northern boundary if abutting the parcel in question lay the property of the vendor himself. It is followed, after a gap, by the phrase: על תחומא “on the boundary.”

**Lines 9–10:** Line 9 may be restored according to the formula of the investiture clause. The fact of purchase is registered, and the rights of the new owner restated. Line 9 ends with a statement addressed to the vendor, Yeshua<sup>c</sup>, apparently requiring him (line 10) to clear the property (from all claims); we can read למצפּוּ, indicating an infinitival form of a verb *ṣ-p-y* well known in clearance clauses, and which means “to clear of debt” (see the COMMENTARY on P.Yadin 2:10–13 and Greenfield 1992b:18–21).

**NABATEAN-ARAMAIC LEGAL PAPYRI**

## P.Yadin 1 (= 5/6Hev 1): A DEBENTURE IN NABATEAN-ARAMAIC

Plates 16–20

8 Elul, Year 23 of Rabʿel II

### INTRODUCTION

The complex legalities of P.Yadin 1, further obscured by the relatively poor state of preservation of the papyrus, render its reconstruction and interpretation difficult. As a legal document, P.Yadin 1 actually includes two related, but distinct agreements: (1) P.Yadin 1:1–45 comprises a double document with an UPPER VERSION (lines 1–10), and a LOWER VERSION (lines 11–45). This document may be classified as a debenture, namely, a written promise to repay a loan within a specified period of time. It was drawn up by the debtor, in this case a husband, and addressed by him, together with his guarantor, to his wife. (2) P.Yadin 1:46–52 contains a second, brief agreement drawn up by the creditor, in this case the wife, in which she consents to the above loan, stating her right of foreclosure.

The principals of P.Yadin 1 are Nabatean Arabs. The indebtedness recorded in the present document has a complex background. It is associated with the dower obligations borne by a husband toward his wife. As employed here, the term מוֹהַר (= *mōhar*, in line 18) is to be understood in its post-biblical meaning as designating property or wealth provided by the bride's family to her that she brings into marriage (see below). These assets would be available, under certain conditions, to her husband for the good of the family (see the COMMENTARY on P.Yadin 1:18). In turn, the husband was required to pledge all of his property and wealth to the *mōhar* in the same way as a debtor must do. This explains why most of P.Yadin 1 is taken up by a delineation of the assets of the debtor-husband. The debtor-husband declares that he owns all of his assets, herein listed, free and clear of any lien or contest. In fact, the husband enlisted a guarantor, who is also bound by this pledge (see below).

The specific contents of the UPPER VERSION and LOWER VERSION (lines 1–45) may be summarized as follows: On the eighth of Elul, year twenty-three of Rabʿel [II] (93/94 CE), a certain Muqimu declared to his wife, ʿAmat-ʿIsi, that she had 150 selaʿs on deposit with him, which is to say, that he owed her this amount. This basic obligation defines P.Yadin 1 as a debenture. There is then reference to a man named ʿAbad-ʿAmanu/ʿAmiyu who is acting as a guarantor (עֶרַב) on Muqimu's behalf, assuming liability for repayment of the specified sum to ʿAmat-ʿIsi in case Muqimu defaults. Muqimu required this sum of money for the “leasing fee” (אֶכְרִי) of a property, perhaps jointly with ʿAbad-ʿAmanu/ʿAmiyu (see the COMMENTARY on line 16, below). Such an arrangement would explain why ʿAbad-ʿAmanu/ʿAmiyu vouched for Muqimu; they may have been partners in the venture (H. Cotton by private communication). The term of the debenture is set at two years, at which time Muqimu must repay the 150 selaʿs to ʿAmat-ʿIsi, his wife. If he fails to do so, the claim stipulated in the present deed will remain in force. In addition, Muqimu will be charged accrued interest, with the rate left unspecified. ʿAmat-ʿIsi may extend the period of the loan for as long as she

wishes (lines 16–18). Near the tail-end of the contract (lines 39–40) there is an apparently related provision whose import is not entirely clear. Quite possibly, it addresses the reverse situation in which ʿAmat-ʿIsi would either demand full payment in advance of the two-year period of the loan, or in which Muqimu would offer to repay in advance. In such an event, Muqimu would be accorded a discount on the amount due (see the COMMENTARY on lines 39–40). The usual payments to Rabʿel, the king, are stipulated.

The severely damaged lines 46–52 of this document comprise an additional agreement that was apparently executed on the same day as the principal contract. It speaks for the wife, ʿAmat-ʿIsi, the creditor, and records her assent to the terms of the loan to her husband, endorsed by the guarantor, on condition that both her husband and the guarantor acknowledge that the full sum of the mortgage against the *mōhar* remains as an obligation. Quite clearly, such assent was required in writing in order for the funds to be released to the husband; hence the appended contract of lines 46–52.

Certain features in the formulation of the contracts warrant special attention. Both the UPPER and LOWER TEXTS, as well as the appended contract of assent, refer to a sum of 300 selaʿs, said to constitute the full amount of a given mortgage (משכון). The relevant statements in both the UPPER VERSION, line 6, and in the LOWER VERSION, lines 33–34, are consistent: “The price in silver (in the sum of) three hundred selaʿs, the mortgage in its entirety.” The appended contract again refers to the same mortgage (lines 49–50). In yet a fourth statement (LOWER VERSION, lines 18–19) the amount Muqimu now owes, and the full mortgage, are defined as pursuant to the terms of ʿAmat-ʿIsi’s *mōhar*. The statement reads as follows: “And this silver from the agreement of the *mōhar* of this (same) ʿAmat-ʿIsi, and this mortgage of the properties, and its interest; all that belongs to this (same) Muqimu from [...]” It is this reference to the “agreement of the *mōhar*” that helps to explain the dynamics of the present debenture, and accounts for the fact that so much space is taken up by a description of Muqimu’s assets.

By way of background, it is to be understood that the ancient West Semitic term *mōhar* originally designated a payment from the intended groom to the father (or brother) of the bride at the time of marriage, for the right of *connubium*. In the course of time this term came to designate, in certain systems of law, the transferal of property, or funds in the reverse direction, namely, from the bride’s family to the groom, under stipulated conditions. In other words, it became functionally synonymous with the term *nedunya* “dowry; gift,” and even with the term *ketuba*, itself (Levine 1968:280–81). This redefinition is already evident in the Septuagint, where the Hebrew term *mōhar* (Gen 34:12; Exod 22:16) is translated by the well-known Greek term *φερνή* “that which is brought by the wife,” as noted by Bickerman (1976:1:210). To be precise: In the Jewish legal tradition the *mōhar* was usually stipulated in the *ketubba* as an obligation borne by the husband to the wife, not to be paid to the father (or brother) at the time of marriage, but to be deferred until the dissolution of the marriage, whether through widowhood or divorce. Sokoloff (*DJPA* 294) translates *mōhar* as follows:

“an endowment pledge in the marriage contract, collectible upon the dissolution of the marriage.” So it is that the tradition of a payment to the bride’s family was preserved in principle, while in practice, the provisions of the *ketubba* held the amount of this payment in trust for the wife together with what she had brought into marriage from her father’s house. The husband was required to pledge all of his assets to the payment of *ketubba* obligations, which now included the *mōhar*. In Jewish law, the *ketubba* obligation assumed in the course of time the force of a prior lien on the husband’s assets, to be paid before all other debts. The same legal force would seem to be implied by עדי מוהר “the agreement of the *mōhar*,” presumably referring to a written document. Although we currently possess no exemplar of a Nabatean marriage contract, we are able to refer to marriage contracts written in Greek for the proper interpretation of the present debenture (see the COMMENTARY on P.Yadin 1:18).

In summary, P.Yadin 1, in both of its parts, the debenture (lines 1–45) and the consent (lines 46–52), tells us that in Nabatean practice a husband who at any time actualized his prerogatives by using some of the assets or funds provided under the terms of the *mōhar* had not only to confirm that his assets were unencumbered, but also to gain his wife’s assent. The total mortgage liability borne by Muqimu in this case amounted to 300 sela’s, of which a half, or 150 sela’s, had now been withdrawn. In effect, ʿAmat-ʿIsi is releasing these dowry funds, held in trust, to her husband for use by him as an investment. It is repeatedly emphasized that the husband’s full commitments under the terms of the dowry remained in force.

A word is in order concerning the unusual form of P.Yadin 1 as a double document. In addition to the appendage of a second contract (lines 46–52), there is the fact that the UPPER VERSION compressed a good deal of descriptive detail elaborated in the LOWER VERSION into a single line, or a line and one-half, with the result that the UPPER VERSION ended up being considerably shorter. There is also a degree of variance in legal formulation between the two versions. Such compression and variation, usually more limited in extent, are not unknown in other Dead Sea Nabatean contracts. An interesting analogue to both features of P.Yadin 1 is provided by Mur 30 (Milik 1961:144–46; Yardeni 2000c:A:51), a Hebrew sale document of land. There is, first of all, some compression and variation evident in the UPPER VERSION of Mur 30, although the damaged condition of this section of the papyrus makes the exact extent difficult to ascertain. There, too, a brief statement is added to the contract, in both the UPPER and LOWER VERSIONS (Mur 30:6–7 and 25–31), in which the vendor’s wife grants her consent to the sale of the land by her husband. As in P.Yadin 1, the legal background of Mur 30 reflects the dower obligations of the husband, and the mortgaging of all his assets to payment of same. In P.Yadin 1 a brief contract was added to this effect, whereas in Mur 30 a statement was added within both versions of the contract itself.

## PHYSICAL DESCRIPTION

Number of Document: P.Yadin 1.

Material: Papyrus

Kind of script: Nabatean

Kind of Document: Double deed.

The Group of documents to which it belongs: Babatha's archive

Condition at time of discovery: Folded and tied, packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements: Ca. 81 cm x 14.2 cm.

Direction of fibers on Recto: Perpendicular to script.

Description of Damage: Parts of lines at the upper left corner are missing. Tears at the folds, mainly at the right half of the document all along the length. Most of the lines are partly damaged.

Joins: One join visible 12 cm from the top on the recto.

Direction of Folds: Top to bottom.

Height of upper fold: Ca. 1.5 cm.

Height of largest fold: 2.7 cm.

Number of lines (including signatures): 66.

Upper text: 10.

Lower text: 42.

Signatures: 14 (recto: 7; verso: 7).

Height of text:

Upper text: Ca. 9.5 cm.

Lower text: 61 cm (not including the signatures at the bottom).

Maximal Width of text:

Upper text: 13.1 cm.

Lower text: 12.5 cm.

Height of space between upper and lower texts (including the ascender of *lamed*): Ca. 3 cm.

Maximal Measurements of Margins:

Upper margin: No margin left (on purpose).

Lower margin: Missing.

Right margin: Upper text: Ca. 1 cm (line 1). Lower text: Ca. 1.7 cm (line 11).

Direction of signatures: Recto: Parallel to the text. Verso: Perpendicular to the text of the recto, starting opposite the beginning of the lower text.

Special notes concerning the signatures: Unusual repetition of the seven signatures on both sides of the documents, including the signature of the scribe. All signatures are in the Nabatean script.

Scribe: חורר בר עותור (signed in line 59, recto, and in line 66, verso).

Description of Script: The hand of a professional scribe.

Upper text: Cursive.

Average height of medial *mem*: Ca. 0.3–0.4 cm.

Average space between lines: Ca. 0.5–0.6 cm.

Lower text: Formal and elegant.

Average height of medial *mem*: Ca. 0.5–0.7 cm.

Average space between lines: Ca. 1 cm.

NABATEAN-ARAMAIC LEGAL PAPYRI

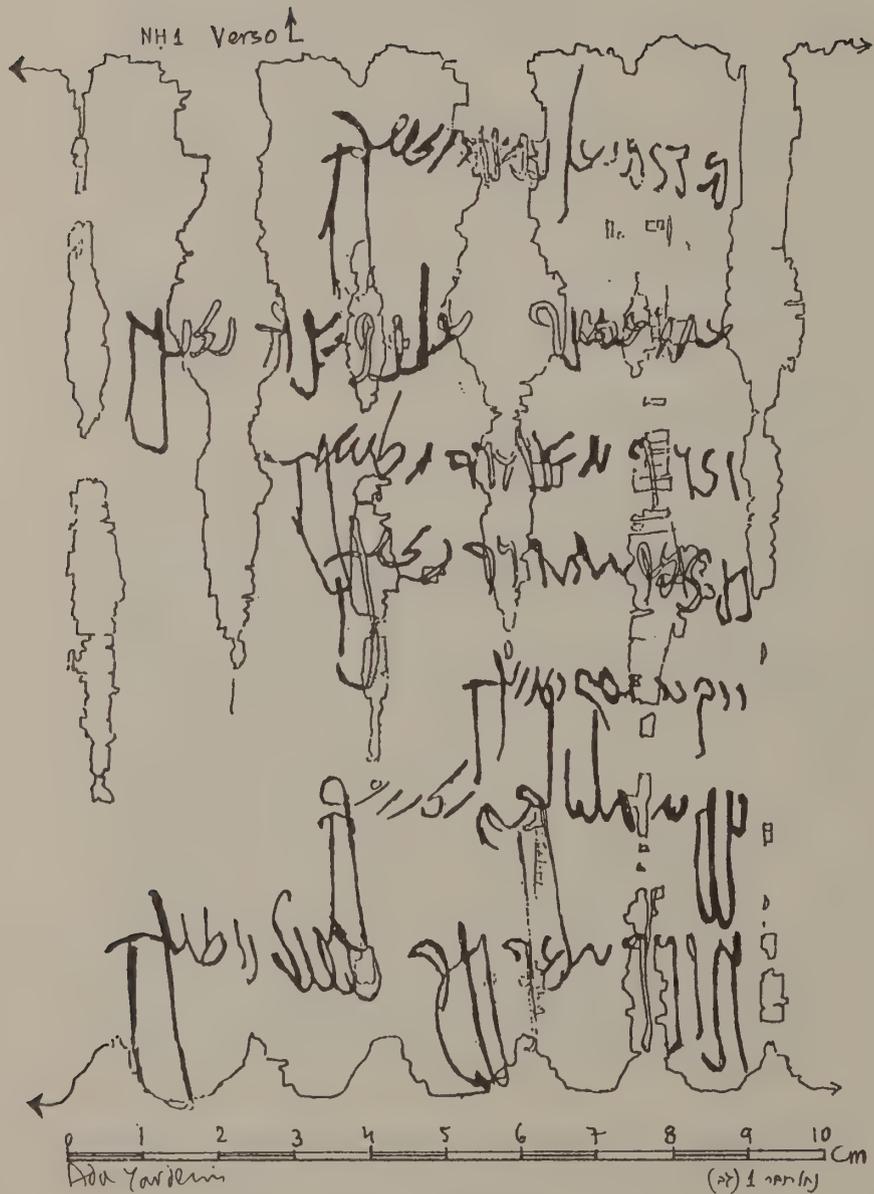


Fig. 17. P. Yadin (5/6 Hev) 1: Verso

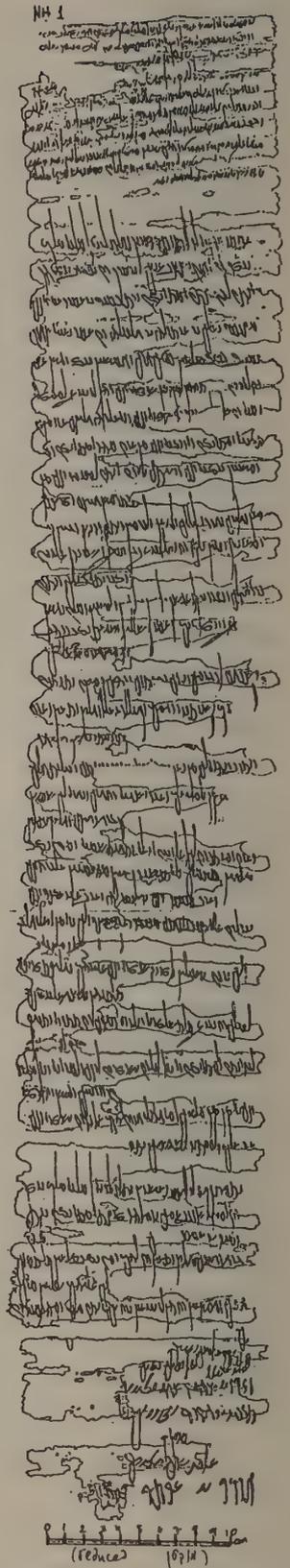


Fig. 18. P. Yadin (5/6 Hev) 1: (reduced): Recto

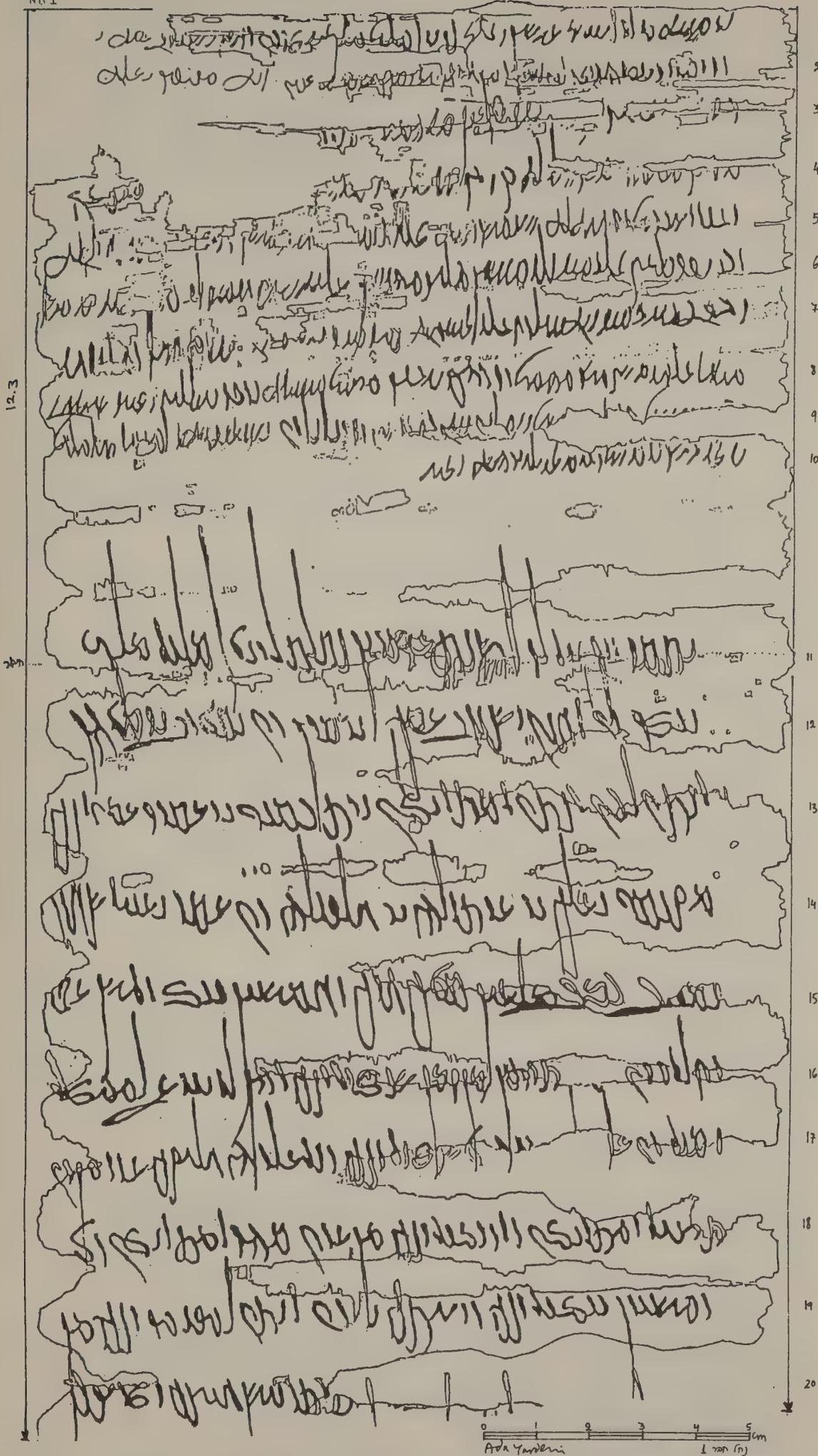
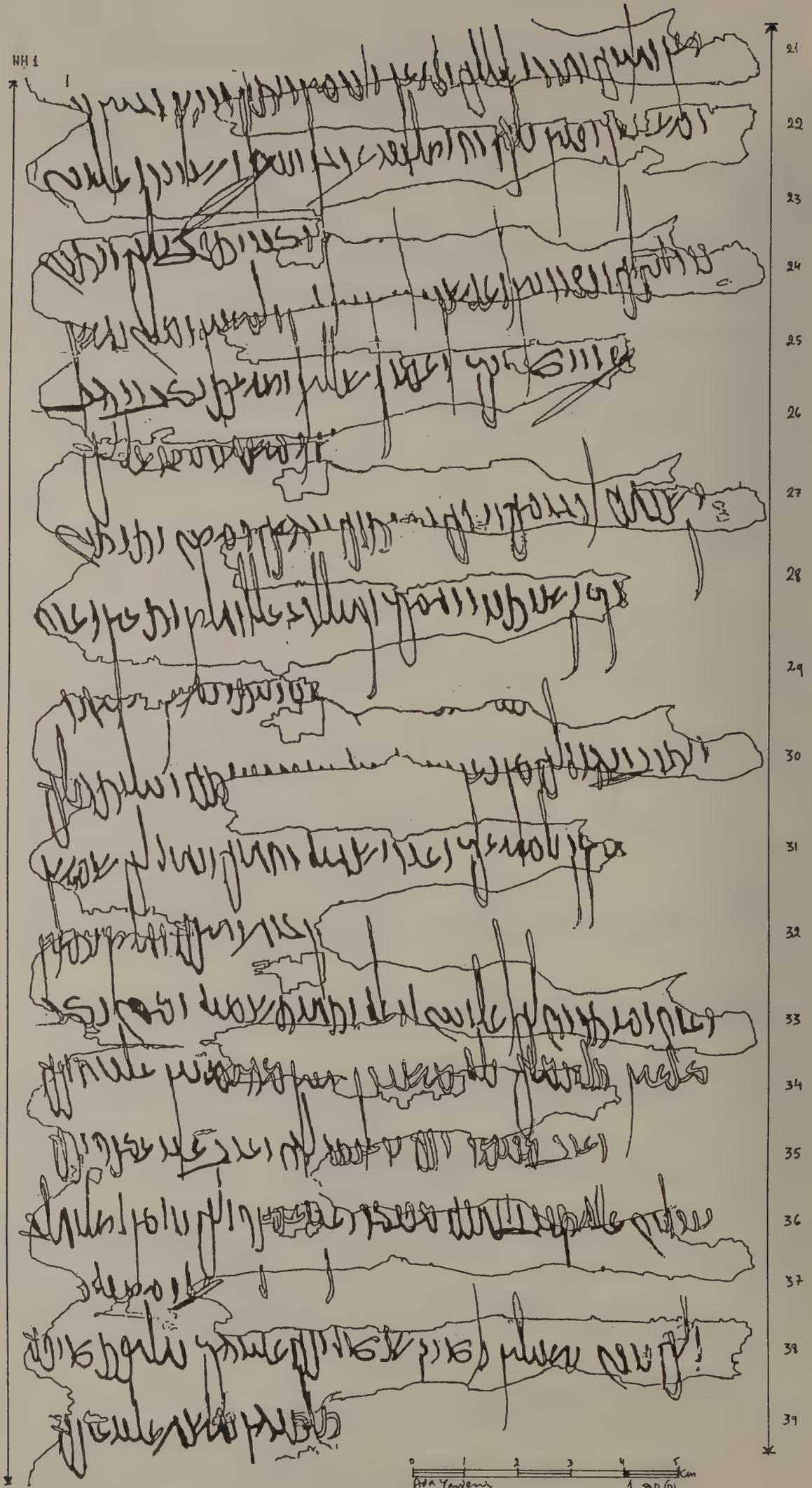


Fig. 19. P. Yadin (5/6 Hev) 1: Recto (top)



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0 1 2 3 4 5 cm  
Pisa Yardeni 1 an 6j

Fig. 20. P. Yadin (5/6 Hev) 1: Recto (middle)

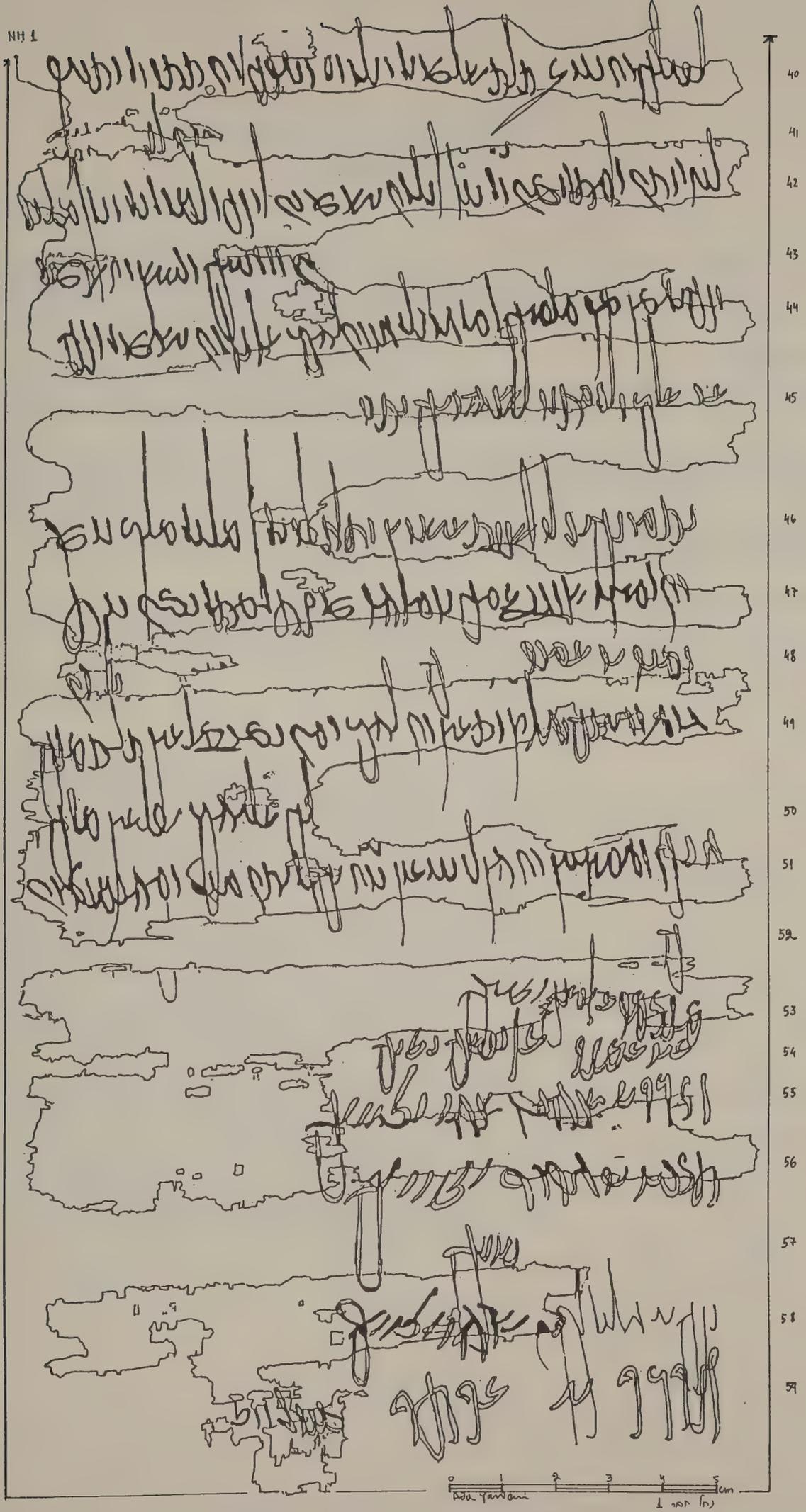


Fig. 21. P. Yadin (5/6 Hev) 1: Recto (bottom)



## TRANSLATION

## UPPER VERSION

## RECTO

<sup>1</sup> On the eighth of Elul, year twenty three of Rab<sup>2</sup>el the King, King of the Nabateans,—who has brought life and deliverance to [his people in *RMWN\DMWN*,]  
<sup>2</sup> which is in Moab: (As of) that day, you have; you, <sup>2</sup>Amat-<sup>2</sup>Isi, daughter of Kaminu, [son of <sup>2</sup>Ammaru, with me (= I owe you), I, Muqimu, her husband],  
<sup>3</sup> ...[...silver] (in the amount of) one hundred se[la]<sup>2</sup>s [and fifty,...]  
<sup>4</sup> ... and garden ...[... and anyth]ing [whatsoever],  
<sup>5</sup> small or large, that is proper for her, including sunny areas [and] where shade falls. The ban [*of heaven*] ...[...].  
<sup>6</sup> the price in silver (in the sum of) sela<sup>2</sup>s three hundred, the mortgage in its entirety. ... are tru[stworth]y for this (amount). The ban ...[...].  
<sup>7</sup> And this (same) <sup>2</sup>Abad-<sup>2</sup>Amanu\<sup>2</sup>Amiyu is a guarantor for all that is <wri>tte<n> above. <And w>e, [th]ese (same) Muqimu and <sup>2</sup>Abad-[<sup>2</sup>Amanu\<sup>2</sup>Amiyu], besid[e]s ‘roots and *fruit*’ ....  
<sup>8</sup> ... by the ban of heaven ... that is in them ... is sufficient ... are *ripened*. And the manner (of preparing) this contract  
<sup>9</sup> ... as is (fitting) for you, you, this (same) <sup>2</sup>Amat-<sup>2</sup>Isi, regarding all and everything that is in this contract of yours. And to our lord, Rab<sup>2</sup>el, the King,  
<sup>10</sup> as well. ... And none may impose conditions on (anything) *to which the witnesses have affixed their signatures* (**or**: And none has delayed (anything) *to which the witnesses have affixed their signatures*; **or**: *set their conditions*).

## LOWER VERSION

<sup>11</sup> On the eighth of Elul, year twenty three of Rab<sup>2</sup>el, the King, King of  
<sup>12</sup> the Nabateans—who has brought life and deliverance to his people in *RMWN\DMWN*, which is in Moab. (As of) that day,  
<sup>13</sup> you have, you, <sup>2</sup>Amat-<sup>2</sup>Isi, daughter of Kaminu, son of <sup>2</sup>Ammaru, with me (= I owe you), I,  
<sup>14</sup> Muqimu, her husband, son of <sup>2</sup>Awat-<sup>2</sup>Ilahi, son of Ḥalaf-<sup>2</sup>Ilahi, who resides in <sup>2</sup>Aina Shuḥaru, [which]  
<sup>15</sup> (is) in Moab, [sil]ver (in the amount of) sela<sup>2</sup>s one hundred fifty, precisely (**or**: split/half); the principal (sum) of the real property (**or**: the principal sum of our contract)  
<sup>16</sup> for the leasing fee, two years from the time of this contract. And if he will not make payment before the arrival of  
<sup>17</sup> the time which is [written] above, ...[... (= *the terms of*)] this [co]ntract will increase to his debit, according to the custom, until such time as  
<sup>18</sup> she wishes, this (same) <sup>2</sup>Amat-<sup>2</sup>Isi. And this silver from the agreement of the *mōhar* of this (same) <sup>2</sup>Amat-<sup>2</sup>Isi  
<sup>19</sup> and this mortgage of the properties and its (accrued) interest—all that belongs to this (same) Muqimu from  
<sup>20</sup> [...]... person. And the (manner of) preparation  
<sup>21</sup> ... and restriction, and dates and harvest, and land parcels and vineyards and houses and courtyards, and gardens and [...],  
<sup>22</sup> and payments and (right of) purchase, all of it, ‘roots and branches,’ and gardens and springs, and ..., and as above (**or**: and concealed and open (document), and ..., and public),  
<sup>23</sup> [...] and record and valid document, all of it, and (free of) writs of  
<sup>24</sup> proclamation pertaining to it (**or**: by him), and deposits and penalties and ... and ... and garments, and vessels of copper  
<sup>25</sup> [...]... and wool, and *chains* and crafted articles of silver and gold,



P.Yadin 1: A DEBENTURE

26 [...]... and oil, and dates and harvest  
 27 and improvements and principal worth, and ... and ... and ... and *it is sufficient* and ...  
 28 [...]... and partnership (rights), and *as gift, and as pledge and security*; and clearance and specification,  
 and agreement (**or**: accounts)  
 29 [and *oaths*...] ...,  
 30 and he may further have from this time on ... and in every site [en]tirely,  
 31 [...]... and anything small or large that is proper for him or may become proper for him, sunny areas  
 32 [and where s]hade [falls ...] ... and... and clearance and specif[ica]tion  
 33 and agreement (**or**: accounts) and *oaths* pertaining to it, on the face of the earth and under the heavens.  
 The price in silver (in the sum of)  
 34 [se]l[a's thr]ee hundred, the [mortgag]e in its entirety ... are trustworthy for this (amount).  
 35 [...] and a guarantor is this (same) Muqimu, son of] 'Awat-'Ilahi, and a guarantor is this same 'Abad-  
 'Amanu\cAmiyu  
 36 [for all] that is written ab[ove]. And we, these (same) Muqimu and 'Abad-'Amanu\cAmiyu, exclusive of  
 'roots and *fruit*'  
 37 [...]... or *as is sufficient* [...]  
 38 these ... are ripened. And this contract has been prepared by them according to the customary manner (of  
 preparation).  
 39 [...] thre]e. And if *her/its payment is required*  
 40 *in advance, repayment shall be made (in the amount of) one-third of the assets*. And any return or  
 expenditure that may accrue or be expended (**or**: any "scattering" or expenditure that may be "scattered"  
 or expended)  
 41 [...] that is not [...]  
 42 to you, you, this (same) 'Amat-'Isi, as regards all that is (stipulated) in this deed. And to our lord, Rab'el,  
 [the] King,  
 43 [as well...] and after her (**or**: and responsible). And any person who <sup>[44]</sup>this <sup>[43]</sup>contra[ct]  
 44 shall possess, *by right of possession*, may take hold of any holding which is theirs, concerning all that is  
 stipulated in this contract  
 45 [fore]ver. And none may impose conditions on anything (*to which*) *the witnesses have affixed their*  
*signatures* (**or**: None has delayed anything (*to which*) *the witnesses have affixed their signatures*.  
 46 [On the *eighth* of Elul, year twenty th]ree of Rab'el, the King, king of the Nabateans—  
 47 who has brought life and deliverance to his people—on that day, she prepared, namely, 'Amat-'Isi,  
 daughter of  
 48 [Kamin]u,[ son of 'Ammaru ...]... [...] al]l that  
 49 [...]... and clear]ance and specification which they have. The equivalent of silver, sela's, three hundred  
 50 [*the mortgage in its entirety*...]... (as owed) by them, sela's, <sup>[51]</sup>[on]e <sup>[50]</sup>hundred  
 51 and fifty. If they do not repay (it) in its (full amount), you are 'alive and trustworthy' that  
 52 [...] forev]er.  
 53 Muqi[mu, o]n [*behalf* of him]self; he wrote it.  
 54 ['Abad-'Amanu\cAmiyu o]n [*behalf* of himself; he wrote it].  
 55 [Za]idu, son of Shahru, witness; (in) his own handwriting.  
 56 Taim[u], son of Huwaru; (in) his own handwriting.  
 57 [...] ; (in) his own handwriting]  
 58 [Wanah, son of Halaf-'i]la[h]i, witne[ss]; (in) his own handwriting.  
 59 [Huwaru, son of 'Awatu], the scribe, ... (= *and*) *he wr[ote] \iss[ued] it*

NABATEAN-ARAMAIC LEGAL PAPYRI

VERSO

- 60 מקימו על ג[פשה] כתביה  
 61 עבדעמנ[ו]עבדעמי[ו] על ג[פ]שה[כתב]ה  
 62 זידו בר ש[הד]ו[ש]ה[ר]ו שהד כתבידה  
 63 תימ[ו] בר הו[ד]ו[הו]ר[ו] כתבידה  
 64 ק°° בר [מי] כתבידה  
 65 ונה בר חלפאלהי שהד כתבידה  
 66 חורו בר עותו ספרא °° תבה

VERSO

- <sup>60</sup> Muqimu, on [*behalf of*] himself; he wrote it.  
<sup>61</sup> °Abad-°Aman[u]°Amiy[u], on behalf of hi[m]self; he [wrote it].  
<sup>62</sup> Zaidu, son of S[hah]ru, witness; (in) his own handwriting.  
<sup>63</sup> Taim[u], son of Ḥu[war]u; (in) his own [hand]writin[g].  
<sup>64</sup> ..., son of[ ...].; (in) his own handwriting.  
<sup>65</sup> Wanah, son of Ḥalaf-°Ilahi, witness; (in) his own handwriting.  
<sup>66</sup> Ḥuwaru, son of °Awatu, the scribe, ... (= *and*) *he wrote\issued it.*

### EPIGRAPHIC NOTES

The most complete Nabatean legal documents are P.Yadin 2 and P.Yadin 3, whereas the present document, P.Yadin 1, exhibits extensive *lacunae*, and is, by virtue of its form and content, considerably unusual. While maintaining the order and numeration in which the papyri were registered, it was decided, nonetheless, to regard P.Yadin 2 as the *locus classicus* for the interpretation of standard clauses and legal terminology. Accordingly, the reader will be referred to the EPIGRAPHIC NOTES and COMMENTARY on P.Yadin 2 in relevant instances.

#### UPPER VERSION

The readings of certain passages in the two versions of this document depend on their interfacing with each other. Because of the brevity of the UPPER VERSION, however, where textual compression is evident, and because of variance in formulation, the ability to restore certain parts of the LOWER VERSION through interfacing with the UPPER VERSION, and vice versa, is severely limited.

**Lines 1–2:** These two lines can be restored quite reliably from the LOWER VERSION (lines 11–14). At the end of line 1, we restore: [עמה ברמון] “his people in RMWN,” a place name, based on line 12 of the LOWER VERSION, where this reading is favored over בדמון. Line 2 contains the name of <sup>3</sup>Amat-<sup>3</sup>Isi’s father כמנו, as in the LOWER VERSION (line 13).

**Line 3:** The remains of about ten letters at the beginning of the line indicate the omission of part of the text where certain identifying details of the husband’s lineage and place of residence would have been recorded (cf. line 14). One would expect at least two *lameds* of the name of Muqimu’s father, חלפאלהי to appear in this space, since there is no space for this name in line 2, but there is no trace of any *lamed* here. Alternatively, if the grandfather’s name was omitted in the UPPER VERSION, at least an abbreviated version of the subordinate clause referring to the place of residence would be expected here (again, cf. line 14). The remains of the sixth through the eighth letters may perhaps be identified as שחר, which would be part of the name שחרו, but this seems doubtful because the remains of the preceding letters do not appear to fit. The amount of the debenture is restored quite certainly from the LOWER VERSION (line 15) as: [כסף] סל[עין]ן מאה חודה [וחמשיין] “[silver] (in the amount of) one hundred sel[a<sup>c</sup>]s [and fifty].” The information missing in the last half of line 3 can be estimated from line 15 and the beginning of line 16 in the LOWER VERSION.

**Line 4:** The remains of the letters in the first half of the line do not yield an intelligible text, and the rest of the line is missing, except for the end of the last word [מנד]עם “anything, whatever,” part of a merism that continues into line 5. The appearance of this merism makes it clear that what is limited to the space between the middle of line 3, the word וחמשיין, and the end of line 4 in the UPPER VERSION, where the merism begins, took up, in the LOWER

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VERSION, the entire space between the last part of line 15, where we also find the word וחמשין, and the beginning of line 31, where this same merism again begins. Quite clearly, many of the specifics of the agreement were left out of the UPPER VERSION, which was compressed into a total of ten lines (see below, in line 10, for reference to further compression, and the INTRODUCTION for discussion of this feature).

**Lines 5–6:** These lines correspond approximately to lines 33–34 of the LOWER VERSION. The formula [שמיא] חרם “the ban [of heaven]” is provisionally restored from line 8, below.

**Line 7:** Some interfacing is possible with lines 35–36 of the LOWER VERSION.

**Line 8:** This line, which can be only partially read, corresponds approximately to lines 37–38 of the LOWER VERSION, but there seems to be some difference in formulation (see the COMMENTARY). Toward the end of the line we read: פִּי בְשִׁילִין “... are ripened” (not: נְשִׁילִין), here, and in line 38, below. These words apparently end a clause.

**Line 9:** The remains of about twenty letters at the beginning of the line, as well as a gap of about five letters, defy restoration. The corresponding passage is somewhere in lines 38–41 of the LOWER VERSION, parts of which (the first part of line 39 and almost all of line 41) are missing.

**Line 10:** Although this line, which concludes the UPPER VERSION, is intact, about ten letters or so have not been deciphered. The beginning of this line corresponds to line 43, whereas its end corresponds to line 45 of the LOWER VERSION, indicating further compression. On the problems of reading the concluding clause of the UPPER VERSION, see the EPIGRAPHIC NOTES and COMMENTARY on P.Yadin 2:17, and note the alternative translations.

### LOWER VERSION

Part of the text of the LOWER VERSION has been restored on the basis of the remains of letters and the suggestiveness of the context. Due to the lack of parallels in other documents, many missing terms, some of which may have been Arabic, could not be restored.

**Lines 11–14:** These lines are nearly complete, allowing for several preferred readings of personal and place names. In line 12 we read ברמון (instead of בדמון). The relative particle [די] “which is” is restored from the UPPER VERSION, at the beginning of line 2.

**Lines 15–17:** These lines are mostly legible, allowing for the restoration כס[ח] “silver” and the preferred reading פרס (not פנס, which yields no meaning) in line 15. Further on in line 15, two alternative readings are possible: עקרן “real property,” or: עקדן “contract.” Both readings are indicated in the TRANSLATION, and are discussed in the COMMENTARY on line 15. In line

16, read: ש[ני] “years.” Near the end of the line, the preferred reading is לא יפרע “he will not pay” (not ינדע). In line 17, we encounter the fairly certain restoration [על]א כתיב “which is written above,” restored on the basis of the UPPER VERSION, line 7, above, and from line 36, below.

**Lines 20–22:** After a gap that takes up most of line 20, leaving signs of four masculine plural nouns ending in final *nun*, we are able to read: אנוש חװנה “person ...,” just before another clause begins. Lines 21–22 are somewhat better preserved, although the last word in line 21 is partly missing. In line 22 we encounter a sequence recurring in several of the Nabatean-Aramaic documents from Naḥal Ḥever: וּגְן וּנְבַע וּשׁוֹדֵד וְרִוּעַלְאֲכִי וְעַלְאֲנִי, which allows for more than one reading and for alternative translations (see the TRANSLATION and the COMMENTARY on line 22).

**Lines 23–29:** In line 23, approximately the first half of the line is damaged. An extended list of legal provisions begins in the latter part of line 23 and continues through line 29, with many breaks in between. In line 24, two words, seeming to be two masculine plural nouns, are illegible. Approximately the first half of line 25 is illegible or missing, whereas in line 26, only the final three words are legible. After the first two words, line 27 is mostly illegible past the first two words, but the last two words may be conjecturally read: וּמְצִי וּתְנִי וּתְכַתְּבִי “it will be possible for you to give/write.” Line 28 is legible except for the first word, of which only the last letter is legible, which seems to be the second person singular suffix. In line 29 the first word וּמוֹתוֹ “and oaths” is restored on the basis of line 33, below.

**Lines 30–32:** After the first five words in line 30, there are remains of a few illegible words, followed by the final three words, which are legible. Line 31 lacks a couple of words at its beginning, but is otherwise legible. The first two words in line 32 may be restored, on the basis of the UPPER VERSION, line 5, as [וּחַנָּה טַלְלִי] “[and where s]hade [falls].” These words are followed by gaps, with only the final *nuns* of two words remaining, after which are two unintelligible words: גּוֹרְרָח וּחֶנָּה. The final two words of the line are legible, requiring only the restoration [וּתְעִי] “and specif[ica]tion” (see line 28, above).

**Lines 33–36:** These four lines are better preserved than most, notwithstanding gaps. By adopting preferred readings, line 33 is fully comprehensible, beginning with the legal pair וּמוֹתוֹ וּמְצִי “and agreement (*or*: accounts) and oaths” (see lines 28–29, above). Line 34 is largely comprehensible once the sequence [שׁוֹדֵד] [מְשִׁכּוֹר] [מֵאָה כְּלָא] “[se]l[a’s thr]ee hundred, the [mortgag]e in its entirety” is restored on the basis of the UPPER VERSION, line 6. Lines 35–36 may be adequately restored on the basis of the UPPER VERSION, line 7.

**Line 37:** Line 37 is almost entirely illegible allowing us only to conjecture that a plural word occurred near the beginning of it. At the end of the line, we may possibly read either אוּ מְצִי

“or is sufficient,” or possibly **או מצפא** “or clears” from all contests.

**Lines 38–42:** With the exception of the second and third words, which apparently end a clause: **פִּי בְשִׁילִין** “...are ripened” (see above, in the UPPER VERSION, line 8), line 38 is complete. For **עלידהם** written *unctim*, see the EPIGRAPHIC NOTES to P.Yadin 43:4. The first half of line 39 is missing, although we can likely restore at the end of the gap the word **לת** [ת] “three.” Line 40 is complete, but line 41 is almost entirely missing, except, once again, for signs of two plural words ending in final *nun* (see above, line 20). Line 42 is virtually complete.

**Lines 43–45:** After restoring **כות** “as well,” we encounter a long gap, after which we read: **ואחריה** “and her descendants” (or: “and responsible”). Line 44 is complete, and contains the fully legible phrase: **מן מלמיה**, which has been so restored accordingly in P.Yadin 2:16/41, and P.Yadin 3:19/47, where the text is damaged (see the COMMENTARY on lines 43–44). In line 45 we have the same restriction clause as in the UPPER VERSION, line 10, though a bit more garbled.

**Lines 46–52:** Here begins the appended contract recording ʿAmat-ʿIsi’s assent to the debenture. As explained in the INTRODUCTION, it would make the best sense if its date corresponded to that of the main contract. This may be concluded from the remains of the letters in line 46, which, however, are not indicated in the TEXT. Indeed, the month and year are indicated by remains of the two *lameds* of **אלול**, the *shin* and *nun* of **שנת**, and the final *nun* of **עשרין**. The remains of final *heʿ* of the word indicating the day of the month allow for any number from one to eight, except two (which ends in *nun*), and because eight is the desired number here, we read: **[בתמונ]ה**. Line 47 is complete, and the first part of line 48, containing the name of ʿAmat-ʿIsi’s father, can be restored from lines 2 and line 13 of the UPPER VERSION. A new clause begins at the end of line 48 and continues into line 49, where we again encounter two unintelligible words: **גר/וח וח[יה]** (see above, in line 32). More than half of line 50 is missing, but the clause that begins in the second half of this line and which continues into line 51 is comprehensible, requiring only one certain restoration in the first word on line 51: **[חד]ה** “one.” Line 52 is almost entirely blank, preserving only remains of two letters.

**Lines 53–59 RECTO; Lines 60–69 VERSO:** Although the signatures in lines 53–59 are severely damaged, we can restore them without difficulty, because they overlap to a large degree with the signatures on the VERSO, lines 60–66, which have survived in large part. The names of the two principals already appeared in the main body of the deed, and the names of three of the witnesses are restorable on the basis of lines 62, 63, and 65. The name of the fourth witness is incomplete, both in line 57 and in line 64. Line 59 can be restored from line 66, which is virtually complete.

## COMMENTARY

## UPPER VERSION

The fullest version of the titulary of Rab<sup>l</sup>el II appears at the beginning of P.Yadin 2, and is discussed in the EPIGRAPHIC NOTES and COMMENTARY on P.Yadin 2:1–2.

## RECTO

**Principals, Date, and Location of the Contract (Lines 1–2/11–12)**

The names of the principals are attested elsewhere in Nabatean. The wife, אמתאיסי “servant of Isis,” is listed by Negev (no. 105), as is the name of the husband מקימו (= Muqimu; Negev no. 679a), and the wife’s patronymics עמרו (Negev no. 916) and כמנו (= Kaminu; Negev no. 568). The husband’s patronymics are also known; עותאלהי (Negev no. 860) and הלפאלהי (Negev no. 451). More specifics as to where the contract was executed are supplied in line 12: ברמון די במאזב “in RMWN, which is in Moab” (on the preferred reading of this place name, see the EPIGRAPHIC NOTES to line 12). The unusual spelling of Moab as *Māʾôb* (מאוב) reflects a progressive sound shift known in certain dialects. One would assume that this site would not be too far from עינא שחרון where ʿAmat-ʿIsi’s husband resided. Wenning (1987:72–73) lists a Nabatean site, Ḥirbet Umm Rummane, in southern Moab, just north of Wadi el-Ḥesā (site 88), and a site, Rujm Shūḥār (site 100) approximately 30 km east of it and just west of the Way of the Wilderness of Moab (see Map 4, Region L in Wenning 1987). The component Rummane is known elsewhere in Moab. We have no way of identifying the locales mentioned in the present document with certainty.

**The Husband’s Statement to His Wife Identifying the Provisions of the Loan (Lines 2–6)**

The formula: עמי ... איתי לכי, literally: “You have ... with me,” functionally means: “on deposit with me; I am holding funds which I owe you.” Note the reverse in XḤev/Se 13:3–5 (Yardeni 1997:67): עמך ... לא איתי לי “I do not have ... with you,” namely, you do not owe me the relevant funds. That document also impinges on arrangements between husband and wife, wherein the wife in question renounces claim to certain funds previously owed her by her husband.

In lines 5 (and 6), the restoration: [שמיא] חרם “the ban of heaven” is suggested by the appearance of the full construction in line 8, below, where it is discussed. The Hebrew/Aramaic term משכון “mortgage” is frequent in Talmudic literature and is an Akkadian loanword frequent in cuneiform documents (Sokoloff *DJPA* 334; *CAD M* 1:368–74). The denominative *maškēn* “to pledge” is attested in the Nabatean tomb inscriptions in statements forbidding use of burial property in pledge of debt (Healey 1993:68, 75 on H 1:5). This legal term is derived from the root *šakānu*, an active transitive verb in Akkadian meaning “to place, set”; hence: “deposit; what is ‘put down’”—in place of what is received. The sense of כלא is adverbial: “entirely, all of it.” The formula על כדי דנה appears twice (in line 6, and again in line 34) and is not fully legible. We are told that the

debtor and guarantor “are trustworthy for this amount,” which is what על כדי דנה means. See below, in the COMMENTARY on the LOWER VERSION, line 34, for the repetition of this statement, and for discussion. Conceivably, the illegible word in **line 6**, just preceding מה[ימני]ן “trustworthy,” is to be read חל[יק] “according to custom,” an adverbial usage. See below in line 17: חל[יק] מה[ימני]ן על כדי דנה רבא עלוהי חליקה: “[*the terms of*] this [co]ntract will increase to his debit, according to the custom.” The sense here would be: חל[יק] מה[ימני]ן על כדי דנה “According to the cu[stom] they are tru[stworth]y for this amount.” Alternatively, the text could be parsed: משכון חל[יק] “a nor[mal] mortgage,” taking חליק as an adjective (see the COMMENTARY on P.Yadin 2:5–8 for further discussion of this term).

### Identification of the Guarantor and Declaration of Joint Liability (Lines 7–8)

Line 7 provides the name of the guarantor (ערב), עבדעמנו ועבדעמיו, by name (Negev no. 817), probably mentioned before, and whose father’s name is lost in a damaged section (see below, in the LOWER VERSION, line 36). In P.Yadin 2, the purchaser Archelaus’ father bears this name. Etymologically, the West Semitic term ערב (= *‘arēb*) is a verbal adjective expressed as a participle and having the meaning of “voucher, guarantor.” It derives from the verbal root *‘-r-b* (Akkadian *erēbu*) “to enter, come in”; hence: “to stand in.” In contemporary papyri we find the legal formula אהראים וערבים “responsible persons and guarantors” (Mur 30:24 [Milik 1961:145] and cf. XHev/Se 23 and XHev/Se 50+Mur 26 [Yardeni 1997:87–88, 127]). Forms of the verb *‘-r-b* enjoyed wide usage in the West Semitic languages, early on in the Elephantine Aramaic papyri (*DNWSI* 884–86; *TAD* 2:xxxviii; 3:xlviii; 4:lvi). Biblical Hebrew attests the form ערבון “pledge, security” (Gen 38:17–18, 20) as well as ערבה “security” (1 Sam 17:18), also attested in Talmudic literature. The *nomen agentis* ערב occurs in the Mishnah (*m. B. Bat.* 10:7, 10, 17–18) and in Talmudic literature (Sokoloff *DJPA* 417, s.v. #2 ערב; Levy 3:690, s.v. ערב, meaning 3; *ibid.*, 693, s.v. ערב, meaning 2). The Hebrew root *‘-r-b* is fully treated in a sample entry prepared for *The Historical Dictionary of the Hebrew Language* in *Lešonénu* 46 (1982), entitled “The Root ערב,” and see in particular, *ibid.* 201–11.

In **line 7**, the idiom, as restored from line 36 where it is fully legible: אצל וחלף, is best rendered: “roots and fruit.” It alternates with אצל ופרע “roots and branches” occurring in line 22, below. It would be simpler to discuss both idioms together at this point. Both are attributable to Arabic usage. The noun אצל, Arabic *‘aṣlun*, is a well-known term for “root, stem, the lower part of anything.” Lane (64–66) provides a lengthy discussion, explaining that this term may have extended meanings in two modes: (a) “principles, fundamentals, articles,” in our case, the basic provisions of the contract, as opposed to its ancillary or derivative provisions; (b) “real property” or: “principal,” as opposed to revenue, “fruits.” Following through, the second term of the idiom would refer either to the derivative provisions of the contract, or to revenue from the real property. Thus, פרע is Arabic *far‘un* “branches, the upper or uppermost part of anything, that upon which another thing depends” (Lane 2378–80; Dozy 2:256). The contrast expressed by the complete idiom, in a plural

construction, is cited by Lane (2379, col. 2): *ʿuṣūlun—furūʿun* “roots—branches.” Similarly, the noun חלף reflects the Arabic verb *ḥalaḥa* “to replace, come after.” Cf. Arabic *ḥilfatun* “fruit that comes forth after other fruit” (Lane 797, col. 1). Dozy (1:397) provides another form: *ḥulūfun* “shoot, sprout; such as a branch which, when cut off of another tree, can be replanted.” On balance, the former interpretation (a) is preferable in the immediate context. Cf. Amos 2:9: וְאֶשְׁמִיד פְּרִיּוֹ מִמַּעַל וְשָׂרְשָׁיו מִתַּחַת “I destroyed its fruit from above, and its roots underneath” (cf. also 2 Kgs 19:30; Isa 37:31). Mal 3:19 has: שָׂרֵשׁ וְעֵנָף “roots and branches.” The sense of both of these metaphorical idioms is: “principal and ancillary provisions; explicit and implicit provisions,” or the like. The sense of Aramaic מן ברא is “besides, in addition to,” not necessarily “exclusive of.” In other words, all of the assets were covered by the document.

In **line 8**, the composite term חרם שמיא is highly suggestive because of the wide application of the root *ḥ-r-m* in the Nabatean tomb inscriptions (Healey 1993:72 on H 1:3), where this verb and its derivatives connote something like “consecration,” a frequent meaning in Arabic. Quite possibly, the term חרם may have been used here as Arabic *ḥarāmun* “prohibited act, statement of prohibition” (Lane 555, col. 3). Then, too, there is the widespread theme of “heaven” as a way of signifying divinity. The force of “by the ban (or: sanctity) of heaven” is that of an oath, and in the Jewish tradition חרם (plural: חרמין) is a term that means “oath of prohibition, ban” (*m. Ned.* 1:2; 2:4). The formula על חרם שמיא may be taken as a replacement of earlier Aramaic באלת שמיא “by the imprecation of heaven” (*DNWSI* 1161, s.v. *šmym*).

On מציא־מצפא (feminine), cf. מצי (masculine), below, in line 27, and the feminine מציא־מצפא in line 37, below. Because both occurrences of this word are in damaged sections and alternative readings are possible, it is difficult to assess its precise import. On the less likely reading מצפא “clears” (participle) see the COMMENTARY on P.Yadin 2:10, and cf. P.Yadin 3:35. There are at least two lines of evidence that converge on the reading מציא. First of all, there is Akkadian *maṣû* “to be equal to, to be able to, to be sufficient for, to amount to.” A survey of Akkadian usage indicates that this stative verb often characterizes quantities of grain and other goods, like silver, as well as wages, personnel, and the like, as being “sufficient” (*CAD M* 1:345–50). One notes several idiomatic combinations in Akkadian such as *kī maṣî* “as needed,” *mala (ammar) libbi maṣû* “to have full discretion, to do what one wants.” Secondly, Jewish Palestinian Aramaic attests the verb *m-ṣ-y* (Sokoloff *DJPA* 325, s.v. 2# מצי vb.). In Aramaic this verb is often auxiliary, somewhat like Hebrew יכול, but followed by a participle in the frequent Aramaic mode: מצית אמר: “you can say.” There remains a good deal of uncertainty about the possible relationship of this verb to other homographs. As **line 8** continues, we read that the assets pledged are “ripened, mature” (בשילין). A fuller formula similarly expressed occurs in P.Yadin 2:9 and in P.Yadin 3:33.

### The Binding Validity of the Contract and Its Related Dues (Lines 8–10)

For a fuller discussion of טריק “manner of preparing,” see the COMMENTARY on line 38.

Toward the end of line 8, and undoubtedly continuing into line 9, the validity of the document is affirmed.

The recurrent formula: **ולמראנא רבאל מלכא כות** “And to our lord, Rab’el, the king, as well,” and variations of the same, are explained in the COMMENTARY on P.Yadin 2:13–14, where its full relevance can be noted. This formula recurs in lines 42–43, below.

### The Conventional Restriction Clause (Line 10)

This enigmatic clause is discussed in the EPIGRAPHIC NOTES and COMMENTARY on P.Yadin 2:17.

#### LOWER VERSION

#### Basic Information (Lines 11–15)

As noted above in the INTRODUCTION, the LOWER VERSION fills in details, and these have been discussed above. Because of a large gap in lines 3–4, above, it turns out that here, in **line 15** we have preserved the full statement of price, namely, 150 sela’s **פרס** (= *pārīs*) “precisely” (or: “split/half”). The preferred interpretation of this enigmatic form **פרס** requires some detailed explanation. First of all, the reading of the word following the price is uncertain (see the EPIGRAPHIC NOTES), so that whichever interpretation is given to it will necessarily be speculative to a degree. Its position is consistent in all occurrences. It immediately follows the total amount of the price, as we have it here: **כס[ח] סלעין מאה חדה** and **והמשין פרספנס**. There can be little doubt that the word **פרספנס** goes with the preceding statement, not with the following one, because in P.Yadin 3:9/32, the next statement begins with a conjunction: **וכספא דנה** “and this silver,” initiating a new statement. Most likely, this word is to be read **פרס** (not **פנס** or **פיס**), and its derivation would be from a verbal root *p-r-s*, cognate with Akkadian *parāsu* meaning “to cut, split off” (*AHW* 830–32, s.v. *parāsu*). The sense of nominal **פרס** is therefore “‘cut,’ portion, payment,” often specifically “half,” or some other fraction such as one-third. Usage in Aramaic sources reaches all the way back to the Tell Fekheriye inscription of the ninth century BCE where a form *prys* designates a meager measure of grain, something less than full, which is all that an accused person may expect to harvest after sowing much more (Abou-Assaf et al. 1982:34–35, and n. 1; see line 19 of the inscription). Akkadian attests the form *parīsu* in the sense of a partial unit, like one-half of a *kūr* (*AHW* 833, s.v. *parīsu* II). In Elephantine Aramaic the term **פרס** is likewise used to record weight and currency, at times referring specifically to one-half of a *mina*, and at other times to a half, or third of another unit of currency (*DNWSI* 940–41, s.v. **prs**<sub>2</sub>; *Levy* 4:123–24, and related forms). On weights from the Bar-Kokhba period, the word **פרס** appears, and apparently designates one-half of a larger weight (Kloner 1990:64). What unites these varying meanings may be the notion of a part of a fixed amount (see further).

It is not possible, however, that here **פרס** denotes one-half of a sela’. One would expect a conjunctive *waw*: **ופרס**, if this term indicated an additional amount. More important, the particulars of this document would contradict such an interpretation, because the amount of

the loan taken by the husband from his wife's dowry is one-half of a stipulated total sum; namely, 150 sela's out of 300 (cf. line 3 with line 6, and line 15 with line 49). And yet, in line 15 the listing is: "silver: sela's one hundred fifty, *prs.*" Therefore, פֶּרֶס does not indicate an addition to the price.

One possibility is that פֶּרֶס describes the means, or currency of the payment. Meshorer informs us that bronze coins were popular during the reign of Rab'el II, as at other periods (1975:70–79). On some bronze coins from the reign of Aretas IV (9 BCE–40 CE) there are inscribed indications of value based on the silver *ma'ah* (= מַעָה) standard, so that a coin will bear the inscription מַעָה כֶּסֶף "a *ma'ah* of silver," or חֲצֵי כֶּסֶף "half a *ma'ah*," and so forth, even the fraction רְבֹוע (רֹוע) "a quarter." At times we also find the word שְׁלֵם "complete, full" for coins representing full units of value, not parts of the same. On this basis, the term פֶּרֶס in the Nabatean texts would be a way of indicating that the payment was made in coins, most likely bronze coins of fractional valuation, as though in contrast to שְׁלֵם. It is even possible that Aramaic פֶּרֶס is cognate with Arabic *fil*s, which can connote "small coin(s)," with emphasis on the coin's meagerness (Lane 2440). This would assume a certain degree of fluidity between *resh* and *lamed*, a feature not unknown in Semitic languages (see GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.I.e.iii). (Actually, the reading פֶּנֶס could be analyzed in the same way, exhibiting a similar fluidity between *nun* and *lamed*.) Hence, we would translate: פֶּרֶס = "in coin," perhaps even: "in half-(sela') coins."

A more functional and preferable translation of פֶּרֶס would take it as characterizing the stated price as precise, fixed, or specified; literally as "cut, split off." On this basis we would translate: "in silver, sela's one hundred fifty, precisely/exactly/as fixed." The form פֶּרֶס may be conjugated as *parīs*, a stative form used adverbially, on the model of Akkadian *ḥarīṣ* "exactly" (*CAD H* 102, s.v. *ḥarīṣ*) and the Aramaic borrowing *ḥārīṣ* "fixed" used in P.Yadin 2:9 (see the COMMENTARY *ad loc.*) in the construction שְׁוֵי חֶרֶץ [ש] "fixed price." Both of these verbs, *p-r-s* and *ḥ-r-s*, connote "cutting, splitting," actions that express the taking of legal decisions, the issuance of edicts, and the fixing of costs. In other words, it is being suggested that, functionally, פֶּרֶס means what שְׁוֵי חֶרֶץ [ש] means in P.Yadin 2:9, namely: "as fixed, exactly." It is highly appropriate to find this adverbial expression immediately following the specification of the price. It finalizes the price. In two sale documents from the Seiyal Collection the adverb לחוד "only" immediately follows the price: XHev/Se 9:5–6: בכסף זוזין לחוד "with silver *zūzīn* twenty-eight, which are (equivalent to) sela's seven, only" (Yardeni 1997:40), and similarly in XHev/Se 50+Mur 26, line 11 (Yardeni 1997:127).

### The Purpose of the Present Loan (Lines 15–16)

As indicated in the EPIGRAPHIC NOTES to lines 15–17, two readings are possible in line 15: (1) ראש עקרן, which we have rendered: "the principal (sum) of the real property" on the basis of Arabic *ʿaqārūn* "real property" (Lane 2100, col. 3). The final *nun* in this case would indicate the nunation of absolute nouns in Arabic. This term also occurs in P.Yadin 4:14, in a

fairly clear context: עקראַעקדנא די עלא “that I will convey to you the real property (or: the contract), which is (written) above.” Further on, in P.Yadin 4:16 we read: עקראַעקדנא די עלא וכול דמי עקראַעקדנא די עלא “and all the costs of the real property (or: the contract), which is (written) above.” The final *aleph* after the *nun* may be the Aramaic definite article. Alternatively, the *nun* or *nun* + *aleph* may indicate the first person plural pronominal suffix. The term ראש in the sense of “principal” is attested in P.Yadin 36:9 (Papyrus Starcky), in a difficult clause that follows the listing of a specified sum of money that was owed. The clause: [דן]עקראַעקדנא על ראשי עקראַעקדנא “I completed payment covering the principal costs of the real property/of the contract” occurs in a broken context, within an inscription from Elephantine (*TAD* D1.17:5 [Cowley 82]). That passage was actually restored on the basis of the Naḥal Ḥever papyri. The formulation would be the same in Hebrew. Cf. Lev 5:24: ושלם אתו בראשו “He shall repay it in its principal amount” (Muffs 1969:5–6). (2) ראש עקדן “the principal cost of the contract (or: our contract),” in which case עקדן would be derived from the Arabic root *‘-q-d* “to tie,” and related noun forms meaning “binding agreement, contract,” (Lane 2105–6, s.v. *‘aqdun*, and see APPENDIX B for a discussion of the equivalent Hebrew term קשר). The sense would be that one assumes accountability for the costs stipulated in the contract. In effect, this alternative reading would work in all of the passages just cited and discussed. In either case, we would have to assume that the forms we have here have been Aramaized. Idiomatic די עלא is an abbreviation of די עלא כתיב “which is written, specified above,” as in P.Yadin 4:12. In the present case, the loan was to cover the “leasing fee” of a property, די לאכרי (at the beginning of line 16). The term אכרי (cf. P.Yadin 2:14) “rent, leasing fee” represents a noun form of the Arabic verb *karā*, which in the IV-form means “to let, hire out” (*WKAS* 1:159–60, meaning 3), and therefore, perhaps vocalize here: *ʿikrā*ʿ. Perhaps this is a variant of the form *kirāʿun* “leasing” (*WKAS* 1:162–63). Khan (1994:212–14) notes that forms of the verb *karā* occurred in early Arabic legal texts from Egypt but were later replaced by Arabic *ʿajara* “to rent,” a cognate of Aramaic *ʿ-g-r*, reflecting subsequent Aramaic influence on Arabic legal terminology. In time, the circle came full swing.

#### The Duration of the Loan and Binding Force of the Document (Lines 16–18)

The duration of the loan was to be for a period of two years from the date of execution of the present document. If the debtor fails to repay it on time, the amount of the loan would be subject to interest. This is the meaning of what we read in line 17: [ש]טרא דנה רבא עלוהי חליקה: “[(the terms of)] this [co]ntract will increase to his debit, (according to) the custom.” The form רבא (= *rābē*) is participial. Such usage of the verb *r-b-y* “to grow, increase,” in the sense of accruing interest, is well attested in the Elephantine legal papyri from the Achaemenid period, and usually in conjunction with ראש “principal, capital” with which it contrasts (*DNWSI* 1053, s.v. *rby*<sub>1</sub>, Qal, meaning 2; *ibid.*, 1044, s.v. *rš*<sub>1</sub>, meaning 8; Muffs 1969:5–6). The syntactic construction: ירבה עלי “will increase to my debit,” paralleling the syntax of line 17, actually occurs in *TAD* B4.2:4–6 (Cowley 10). It is significant that the

term רביתה “interest” occurs below in line 19, where it is one of the obligations undertaken by Muqimu (see below). In the Elephantine legal papyri, we also find such terms as מרבית “interest” used in conjunction with loans.

### The Obligations of the Debtor According to the Terms of the Loan (Lines 18–20)

The contract proceeds to delineate the various obligations of the debtor. Since most of line 20 is missing it is uncertain exactly at which point this delineation ends and the next item of business, the declaration of assets and clear title to them by the debtor, begins. The silver had been borrowed against “the agreement (or: accounts) of the *mōhar* of this (same) ʿAmat-ʿIsi” (עדי מהר אמתאיסי דא). The term עדי is best taken as Aramaic. It represents a singular construct form, with collective force: “treaty, treaty provisions, agreement” (DNWSI 824–25, s.v. ‘d<sub>1</sub>). There is extensive evidence on the usage of this term in Early Aramaic, as in the Sefire treaties of eighth-century BCE Syria, where the term עדי, cognate with Akkadian *adû* (CAD A 1:131–34, s.v. *adû* A), occurs in the titles of the relevant treaties. It is possible that this is actually an Aramaic term introduced in Akkadian since it is first attested in Neo-Assyrian (see below in the COMMENTARY on line 28). The term משכון “mortgage” was explained above, in the COMMENTARY on line 6, and it is also restored below, in line 34. To summarize: Muqimu declares that, pursuant to the agreement (or: the accounts) of the *mōhar* of his wife, ʿAmat-ʿIsi, all that he owns (כל די איתי למקימו) is mortgaged to the present loan. The function of the *mōhar* in the Roman period was discussed in the INTRODUCTION.

The terms of the present loan mandated an interest penalty for late payment. In some contracts of this type, a rescheduling of debt took place. Normally, principal and interest would continue until full repayment had been made. In the present case, payments would continue as long as ʿAmat-ʿIsi desired. Since she was the debtor’s wife, there is the implication that ʿAmat-ʿIsi might forgive the debt at some future date. The term רביתה “interest,” from the root *r-b-y* just discussed above, is a cognate of the Biblical Hebrew forms תרבית, מרבית (Lev 25:36–37; Ezek 18:6, 13, 17; 22:12), all probably cognate with Akkadian *ribbatu(m)* “arrears, outstanding debt,” literally: “increase, accrual” (CAD R 315–17; AHw 980; HALAT 597).

### Unencumbered Assets of the Debtor-Husband (Lines 20–34)

A large part of the contract is taken up by a delineation of the husband’s assets and by statements declaring them to be free of all encumbrances. This was to guarantee that if the debtor-husband failed to repay the present loan, there were assets of his that could be expropriated. As already noted, most of line 20 is missing, but it seems that it contained a statement of clearance from claims by any person (only the word for “person,” אנוש is legible), and that everything was executed in the (proper) manner.

Then, the long list of holdings and rights appears. Since many of these terms occur in P.Yadin 2 and P.Yadin 3, and in other texts, discussion here will be restricted to terms not discussed elsewhere. In line 21 we have the following: (1) the term הגרה derives from the

Arabic verb *hajara* “to prevent, prohibit”; hence: “restriction, prohibition” (Lane 516–18, s.v. *hajrun*). That is to say, the listed assets are declared to be free of any encumbrance. (2) *וְחֹרֶף וְעֵלְלָהּ* “and dates and harvest” (see the COMMENTARY on P.Yadin 7:4, and below, in line 26). (3) A list of mortgaged properties, meant to be all inclusive (see the COMMENTARY on P.Yadin 2:5–7, 12). In **line 22**: (4) *וּפְרֻעוֹנִין* “and repayments” (cf. below, in line 39), a well-known term also known at Murabba‘at (Sokoloff *DJPA* 450; Levy 4:130; *DNWSI* 943, s.v. *pr-n*). (5) *וּקְנִין כְּלָהּ* “and complete (rights of) purchase.” This term also connotes “goods, possessions,” namely, what has been purchased or acquired, and occurs in the Elephantine legal papyri (*DNWSI* 1017), as well as in later sources (Sokoloff *DJPA* 497, s.v. *קניין* “possession, ownership”; Levy 4:339–40). At this point, there is further listing of those properties that were covered by the mortgage. It has been explained how it is typical of documents of this type to alternate between legal rights and property descriptions. The metaphorical idiom *אצל ופרע* “roots and branches” has been noted above, in the COMMENTARY on lines 7–8.

Further on in **line 22**, we have the conventional pair, *גן ונזע*, clearly legible, but of uncertain meaning. The text is speaking either of “gardens and springs,” features descriptive of the property, or of legal features of the document that are variously “concealed and open.” These problems of interpretation are discussed in the COMMENTARY on P.Yadin 2:5–8. In **lines 23–24**, after a long break, the list of terms clearly reverts to legal instruments: (1) *ספר* “record, document,” and (2) *תקף* “valid writ.” The latter, *תקף*, is conventional in the Naḥal Ḥever texts, and is explained in the COMMENTARY on P.Yadin 2:5–8. In contrast, *ספר* is less common. In fact, this is its only occurrence in the Yadin Collection. It is used, however, in the Aramaic bill of divorce from Murabba‘at (Mur 19:7–8, 20–21) in the traditional Jewish legal formula: *ספר תרכין וגט שבקין* “a bill of expulsion and a document of repudiation.” It also occurs in XHev/Se 50+Mur 26, line 29 in the designation *כתב ספריא*, which follows a personal name, and means either: “He wrote the documents,” or “writer of the documents,” a professional classification (Yardeni 1997:128), in which case, this is merely the alternate of *ספר*, *ספרא* “scribe,” frequently encountered in the Naḥal Ḥever subscriptions. It seems, therefore, that the word *ספר* was going out of style, being replaced by *שטר*, so that only traditional formulae retained it. In a similar way, it may have continued to be used when reference was to the work of scribes, since the title *ספרא* “scribe” remained current in contemporary Aramaic. In Jewish Palestinian Aramaic *ספר* means “book,” rather specifically (Sokoloff *DJPA* 387).

West Semitic *ספר* has a long history, going back to Ugaritic, Biblical Hebrew (*HALAT* 723–25, s.v. I *ספר*), and Phoenician-Punic (Krahmalkov 2000:347, s.v. *SPR I*; *DNWSI* 799–801, s.v. *spr*<sub>3</sub>, where the sources in Egyptian Aramaic are reviewed). The basic sense of this term seems to be “inscription, record,” and it develops specialized connotations along several lines, including (1) “letter” and (2) “document, contract, deed,” the meaning applicable here. Muffs (1969:188–89, 207–8, [addendum to p. 188], Glossaries, West Semitic terms, s.v. *spr* “deed”) discusses no less than five specific types of deeds mentioned in the Aramaic legal

papyri from Achaemenid Egypt: ספר אנתו “deed of marriage,” ספר בי “deed of house(-sale),” ספר כסף “deed of silver (= loan),” ספר מרחק “deed of removal, alienation,” and ספר פלגן “deed of assignment (of a slave).” It was not long until the term שטר began to replace ספר as evidenced by the Edfu papyrus (cf. *TAD* C3.28:90–102 [Cowley 81]). In other words, Muqimu owns his assets by established right. This is a positive statement, but it is not clear whether what follows is positive or negative. One could say that the force of references to proclamations, repayments, and deposits is to state that Muqimu is free of such encumbrances and that no one has attached any of his properties. Or, one could say that he, Muqimu, has issued all of the necessary writs to preserve the properties intact. The terms of reference are as follows: (1) וכתבי כרזא מנה “and (free of) writs of proclamation *pertaining to it*” (= the property). Or, the force of prepositional מנה may be causative: “*by him*,” namely, Muqimu; hence: “and writs of proclamation *by him*.” It should be noted, however, that the reading מנה is itself uncertain. This type of document figures prominently in P.Yadin 36 (Papyrus Starcky), a writ of seizure (עדוא) of real property executed in Maḥoz ‘Eglatain (for an enhanced edition of P.Yadin 36, see Yardeni 2000c:A:265–70 and Yardeni 2001). Starcky (1954:168–69) reviews usage of the term כתב כרזא and related forms. Also see *DNWSI* 534–35, s.v. **krwz**<sub>1</sub> “proclamation (made by the court that the unpaid creditor has the right to seize goods from a defaulting debtor),” and **krz**<sub>1</sub> “proclamation,” the form underlying determined כרזא (*kerāzā*) appearing here. P.Yadin 36 states that all of the notifications required before property can be seized had been made, and there was no longer anything to prevent seizure of such properties for payment of debt. The point here is either that no such assignments of any of Muqimu’s properties are outstanding, or that Muqimu has attended to any debts owed to him as owner of the property. Note the noun form אכריז “proclamation,” based on the Hiph<sup>ʿ</sup>il/Aph<sup>ʿ</sup>el stem, ה/אכריז “to announce, declare, notify” employed in Talmudic law (see Sokoloff *DJPA* 268–69; Levy 2:396–98). All verbal forms are denominative of כרוז “herald,” (Levy 2:397), a term possibly of Persian origin, from which Greek κηρυξ “herald” is derived. (2) פקדונין “deposits.” That is to say that none of Muqimu’s properties have been deposited with any other person; that they are under his control and available, free and clear (see Sokoloff *DJPA* 432, s.v. פיקדון; Levy 4:88). (3) ענשׁ-ין “penalties.” No penalties have been imposed on any of Muqimu’s assets (see Sokoloff *DJPA* 399; Levy 3:672, s.v. עונש, [singular]). In both instances, one could understand the text to be saying that Muqimu had taken action to collect all penalties and deposits. On balance, the first reading is preferable: There were no liens against Muqimu’s assets.

Toward the end of **line 24**, after two illegible plural nouns, we encounter a list of chattel assets of Muqimu that are also pledged to the loan. Some of the commodities are designated by familiar terms, such as לבשין (= *lebūšin*) “garments” and מני נחש “utensils of copper.” In **line 25**, after a further break, we read of “wool” (עמר). Two terms require some comment: (1) שללין, which probably means “chains, bracelets,” or the like. Sokoloff (*DJPA* 553–54) lists a Jewish Palestinian Aramaic verb, שלל “to chain,” and it is likely that the plural noun שללין is conflated from reduplicative שלשלין, cf. feminine שלשלה/ת “chain” (Sokoloff *DJPA*

555; Levy 4:569). The sense is that of jewelry, as the next term indicates. (2) צִנְעָה which is Arabic *ṣanʿatun* “handiwork, craft” [also: *ṣaniʿtun*] (Lane 1734; DNWSI 971, s.v. *ṣnʿ* “to make [a tomb]”). Such articles were made of silver and gold.

More than the first half of **line 26** is missing, after which we have listed וְמִשֶּׁה “and oil” and וְחֶרֶף וְעִלְלָה “and dates and harvest,” terminology known from P.Yadin 7:4, where it has been explained in the COMMENTARY. **Line 27** begins with two significant legal terms: (1) שְׁבַחָה (determined form) “increase in value, improvements,” well attested in Talmudic literature (Levy 4:494–96, s.v. שְׁבַח [verb], and several related forms). As explained in Sokoloff DJPA 534 (citing Kaufman 1974:99), s.v. 2# שְׁבַח “to increase in value,” is cognate with Akkadian *šamāḥu*, and results from a sound shift of *šawāḥu* to *šamāḥu* (cf. GAG §21d). (2) גְּרָמָה (determined form) “bone,” namely, “the thing itself, oneself” (cf. usage of Hebrew עֵצָם “bone, self”). The combination וְשְׁבַחָה וְגְרָמָה is contrastive: “improvements and essential property.” The import of all the foregoing is that Muqimu exercises complete ownership. This notion is further amplified, after a break in which only one word (וּמְצִי “and he/it is sufficient, able”) is legible, by referring, in **line 28**, to additional rights enjoyed by the owner. These include שׁוֹתֶפוֹ “partnership,” a term explained in the COMMENTARY on P.Yadin 45:9 (and which also occurs in P.Yadin 2:7; 3:7, 30; and XHev/Se 32+4Q347, line 6). This means that the owner may enter into partnership arrangements with his assets.

The term רְחֻמָּם is to be associated with the set of meanings of Akkadian *rāmu* (*riāmu*) “to grant as an estate” (CAD R 146–47, s.v. *rāmu* B). It would represent a masculine form of Aramaic רְחֻמָּה “gift” in the Elephantine legal papyri (Muffs 1969:133 nn. 3, 5; 202; DNWSI 1069, s.v. *rḥm*<sub>3</sub>) Lane (1056, col. 3) lists an Arabic feminine noun form *raḥmatun* “gift, commission,” as “the gift of prophecy.” The doubling of final *mem* expresses the Arabic *shadda* (GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.III.d.iii). The term חֲבִלָּה “pledge” derives from the verb *ḥ-b-l*, expressed in Hebrew by the simple stem “to take as pledge” (Exod 22:25; Deut 24:6, 17; Amos 2:8). Once again, the doubling of the final *lamed* expresses the Arabic *shadda*. The strange form עֵעֵלְלָה, if it is not an error, recalls the term עֵלְלָה (ה) “crop yield, harvest,” literally, “what comes in,” from the root ʿ-*l-l* “to enter” (see above, line 21, and P.Yadin 6:5; 7:4). In the present context we would expect a term synonymous with “pledge”; hence: “collateral, security,” something brought in, or left in place of a loan. The sense would be that Muqimu retains all of the rights of ownership over the properties he has mortgaged to ʿAmat-ʿIsi’s dowry, and that he may enter into partnership, etc. The point is that his property can be used to secure the dowry, thereby allowing him to borrow against it.

The remaining three words in **line 28** and the restored first word in **line 29**: וְתַעֲיִן, וְחֶלֶץ, וְעַדִּי, and [וּמוֹתוֹ] all occur in the same sequence in P.Yadin 2:10–13 (also see the COMMENTARY on line 18, above), and recur just below, in **lines 32–33**. This list serves to include all possible claims against Muqimu’s ownership. In **line 33**, we encounter a merism meant to cover all of Muqimu’s assets: “pertaining to it on the face of the earth and under the heavens.” Cf. Jer 10:11: אֲבָדוּ מֵאֶרֶץ וּמִן תַּחַת שָׁמַיִם אֵלֶּה “May they perish from the earth, and

from under these heavens” (see *DNWSI* 1160–61 for occurrences in earlier Aramaic).

At the end of **line 33**, and continuing into **line 34** we have a specification of the entire sum of the mortgage (משכון), namely, 300 sela's, for which amount Muqimu and his guarantor, 'Abad-ʿAmanu-ʿAmiyu are “trustworthy” (מהימנין); and see for this later form Sokoloff *DJPA* 294, s.v. מהיימן; Levy 1:465, s.v. הימן, הימן [= מהימן], and הימנותא).

### Statement of Joint Accountability by Debtor and Guarantor (Lines 35–38)

A plausible restoration at the beginning of **line 35** sets up parallel statements for debtor and guarantor, and we have a repetition of the same commitment stipulated above, in the UPPER VERSION, lines 6–8. There is joint liability for the total sum of the loan, and all assets are, we are told once again, pledged to this debt.

The key words in **line 38** are טריק and טריקה (Arabic *ṭarīq*, “road, manner”; Lane 1848, col. 3; fem. *ṭarīqatun*, *ibid.* 1849, col. 1). The sense is that the present document was prepared in the proper “manner.” The active verbal form טרקת “and she put together, prepared” (3fs. perfect) occurs below, in line 47. It is interesting that certain forms of the Arabic verb *ṭaraqa* have the connotation of “sewing,” as one sews one’s sole of a shoe upon another or a piece of cloth together. This nuance conveys the sense of “pressing down” endemic to the verb *ṭaraqa*. Hence, this same verb is particularly appropriate for describing how double deeds written on papyrus or leather were sewn together. Also see P.Yadin 2:36: כחליקת זבניא “according to the customary (manner) of purchases.” The form חליקה is widely employed in the Nabatean tomb inscriptions (Healey 1993:72 on H 1:3), and in Arabic as *ḥaliqatun* “normal mode, manner” (Lane 801), namely, the way things were created; their natural constitution (see above in the COMMENTARY on lines 2–6 and on P.Yadin 2:12 and 46:16).

### Additional Provisions and Dues under the Contract (Lines 39–45)

After a long break in **line 39**, where only the last word in a lost formula may be restored as לת[ת] “three” (or: “a third”), we encounter a conditional clause that is difficult to interpret. As noted in the INTRODUCTION, the force of this clause possibly pertains to a demand by ʿAmat-ʿIsi for full payment in advance of the two-year period of the loan. It would relate back to the provision in lines 16–18 for extension of the loan. Assuming this to be the case, we had best explore the possibilities of interpretation in detail. The clause reads: והן יחשח על ופוע תלת שלטונא which has been provisionally translated: “And if her/its payment is required (or: desired) in advance, repayment shall be made (in the amount of) one-third of the assets.” The final *heʿ* of the word פרעונה represents either the feminine suffix, “her” repayment, namely, that due ʿAmat-ʿIsi, or it refers to the loan, namely, “its” repayment. The unusual syntax: והן יחשח על פרעונה is what suggests an elliptical interpretation, with stative, or passive force, literally: “and if it is required on the matter of her/its repayment.” The Aramaic verb *ḥ-š-h* “to need, require, desire” (Dan 3:16; Ezra 6:9; 7:20), is cognate with Akkadian *ḥašāhu* (*CAD H* 134–37). As for the form לקבלה it would seem to

have adverbial force. There are two lines of interpretation, either of which would make sense and would ultimately yield a similar meaning: (1) “in full, in an equivalent amount or manner.” Cf. Aramaic לקבל “facing, in a manner equal to, in accordance with,” as in לקבלך “in accordance with this” (*DNWSI* 981–82, s.v. **qbl**<sub>3</sub>, meaning 5). In cuneiform documents we find the cognate form *qablītu* in similar legal clauses, which may connote an “equivalent share.” Thus, in a statement wherein the verb *ḥašāḥu* actually occurs we read: “If one of the brothers desires (*ḥa-še-eh*) to buy it, he shall pay up the comparable (price) of the other’s (share); he may match the other’s offer (*qablīt šanim umalla*)” (*CAD H* 135, s.v. *ḥašāḥu*, meaning 2). (2) “before, in advance.” This is one of the meanings listed for the Arabic verb *qabala* “to face” and the noun form *qabla* “before,” extended to a temporal meaning (Lane Supplement 2983). Forms of this Arabic verb connote the future: what we face or what faces us! The latter meaning is more appropriate, but the force of the statement would be, in any case, that full payment was expected in advance.

To summarize: Provision is made for advance repayment of the loan. Just as the extension of the loan meant additional payments, of interest and the like, one would logically expect that advance payment should benefit the debtor in some way. It is therefore proposed that the apodosis stipulates a reduction or discount in the amount that Muqimu and his guarantor would repay if they paid in advance. Now, the contract repeatedly states that the total indebtedness borne by Muqimu amounted to 300 sela’s, and that this obligation remains in force (see the INTRODUCTION). Of this, he has now withdrawn one-half, namely, 150 sela’s. If this reading of lines 39–40 is correct, Muqimu would only have to pay one-third of the total amount of his overall indebtedness, namely, 100 sela’s, instead of 150, if ʾAmat-ʾIsi demanded full repayment in advance. The noun שלטונא would represent a determined singular (= *šiltônā*), meaning “assets, possessions, property.” These meanings fall within the semantic range of the Aramaic verb *š-l-ṭ*, and also of Arabic *sultānun* “power, authority” (Lane 1405, col. 3). The form תלת may be taken as a fraction (= *tilt* or *tult*, written defectively), rather than as a cardinal number.

The provision for advance payment, if that is what is meant, is followed in turn by another statement, incomplete as preserved (in the continuation of **line 40**), whose meaning is clear, in itself, but since the section that immediately follows is illegible, we are left wondering about its applicability. It reads: וכל זרא ונפקה די תתדרא ותנפק, which we translate: “And all return and expenditure that may accrue and be expended.” Aramaic נפקה “outgo, expenditure” is well attested (Ezra 6:4, 8; *DNWSI* 743, s.v. **npqh**, with occurrences in Achaemenid Aramaic; Sokoloff *DJPA* 358). An Arabic cognate of Aramaic נפקה “expenditure” is attested in the papyri from Ḥirbet el-Mird, located southwest of Qumran, between Qumran and Mar-Saba in the Judean Desert, and which date from the early Islamic period. Thus in *APHM* 18:6–7 (Grohmann 1963:16), we read in an official reply to a petition that a certain husband had expropriated his wife’s property and her *nafaqatun* “maintenance, expenditure allowance” (Lane Supplement 2036, col. 3; and cf. *APHM* 24:5; Grohmann 1963:26). The form זרא may be a neologism from the root *d-w-r* “to revolve, turn”; hence:

“return, income.” Allowing for some drift between middle and final weak verbs, the reflex form תתדרא would represent an Ithpe<sup>c</sup>el form: “will revolve, return.” Sokoloff (*DJPA* 156, s.v. דרי) cites a passage from *Gen. Rab.* 79:6: והינן מדורין ומפקין, which may be rendered, “and they *bring back* (Pa<sup>c</sup>el) and take out (Aph<sup>c</sup>el)” (ed. Theodor-Albeck, 943). With both of the same verbs attested in that passage, it would seem to support the interpretation first suggested here, namely, that all expenses and income would be prorated in the event ʿAmat-ʿIsi demanded repayment of the loan in advance, or in some other situation. Alternatively, לרא ונפקה may be synonymous, if we take לרא from the verb דרי “to scatter” (Sokoloff *DJPA* 156) since idiomatically one who spends money is said to “scatter” it.

#### Further Provisions (Lines 42–45)

In **line 42** we have: בכל כל (written *separatim*), “in everything,” whereas in line 9 of the UPPER VERSION, it was written *unctim* and reduplicative. After the large gap in **line 43** we read: ואחריה which may be the final word in a clause, based on comparison with P.Yadin 2:16, where a reference to heirs concludes with the words מן אחרוהי “after him.” Here, the sense would perhaps be: “and her descendants” (cf. in the Nabatean tomb inscriptions, לנפשה ואחריה “for herself and her offspring after her,” וילדהם ואחרהם “for themselves and their offspring after them” [Healey 1993:116–17 on H 8:2; *ibid.*, 254 Glossary, s.v. ʿhr; Yardeni 2000c:B:187 Concordance]). A less likely alternative would be to take the word ואחריה as a variant form of אחראי, which would then be the latter part of the usual formula “accountable and responsible,” in which case it would have been preceded by a form of the verb ʿ-r-b “to be accountable, to guarantee” (the order of these verbs in the documents is usually reversed: אחראי וערב).

In **lines 43–44** we have a provision to the effect that anyone who may in the future possess this contract would be empowered to seize any holdings of the debtor, or debtors, in default of payment. Similar statements occur in P.Yadin 2:16, 41; 3:19, 47, but the present formulation is the most complete and facilitates the interpretation of this provision, wherein the enigmatic phrase מן מלמיה occurs. We have tentatively translated it: “by (right of) seizure, possession,” taking מלמיה as a noun with *mem* preformative, derived from the Arabic verb *lamaʿa* “to get possession of, take away” (Lane 2671–72). Cf. the similar, though not identical Arabic form *malmūʿatun* “a place in which a thing is taken.” This would represent yet another instance of legalistic redundancy whereby an Arabic usage served to restate what was said in Aramaic (we would expect, however, a *waw* or an *aleph* rather than the *yod*). Finally, in **line 45**, there is the restriction clause already encountered in line 10 of the UPPER VERSION, which is explained in the COMMENTARY on P.Yadin 2:17.

#### AN APPENDED DOCUMENT:

##### The Wife’s Consent, with the Right of Foreclosure (Lines 46–52)

A brief contract has been appended to the main document. Its significance has been explained in the INTRODUCTION. It affirms ʿAmat-ʿIsi’s consent to the loan made to her

husband. Here comment will be restricted to some details of interpretation. We read that without any exemptions, ʿAmat-ʿIsi “has prepared” this document (the 3fs. perfect טרקה, explained above, in the COMMENTARY on line 38). The full amount of 300 selaʿs is again stipulated, and although the text is broken, when it resumes, it records the amount of the present loan as being 150 selaʿs. In **line 50** the preposition עליהם probably means “to their debit; owed by them,” by the husband and his guarantor (see the COMMENTARY on line 17, above). If the two men fail to repay the debt, “you (= ʿAmat-ʿIsi) are ‘alive and trustworthy’ (חיא ומהימנה)” to collect it. In line 34, above, we read that the debtor and guarantor were trustworthy and would repay the loan. Perhaps with some poignancy, we read here that ʿAmat-ʿIsi can be relied on to foreclose if the debtors defaulted!

**Principals and Witnesses (Lines 53–59; VERSO, Lines 60–66)**

Both the debtor and the guarantor sign on their own behalf. The construction על נפשה occurs in any number of legal documents from Naḥal Ḥever and elsewhere. The names of the two are followed by those of five witnesses, including the scribe (see GENERAL INTRODUCTION: FORMAL FEATURES OF THE PAPYRI: SUBSCRIPTIONS AND WITNESSING).

## P.Yadin 2 and 3 (= 5/6Hev 2 and 3): TWO SALE CONTRACTS IN NABATEAN-ARAMAIC

P.Yadin 2: Plates: 21–22

3 Kislev, Year 28 of Rabʿel II

P.Yadin 3: Plates: 23–24

2 Ṭebet, Year 28 of Rabʿel II

### INTRODUCTION

It is best to introduce P.Yadin 2 and P.Yadin 3 jointly before presenting the two texts independently and commenting on each of them. Taken together, they represent two sale contracts that are for the most part identical in form and content. Their comparison commands our attention, in the first instance, because they both record the purchase of the same type of property, a date palm plantation, with the result that the same, standard documentary model was utilized in both instances (see below). Even more compelling is the inevitable conclusion that both transactions pertain to the same essential parcel of property, owned by the same person, who presumably sold the property to two different purchasers within a period of a month, less a day. As a consequence, P.Yadin 2 and P.Yadin 3 are largely repetitive of each other in their physical descriptions and specifications. There are, indeed, several differences between the two contracts, and these will be discussed as we proceed. Finally, it is worth mentioning that the same scribe prepared both documents.

To understand the problem of defining the precise relationship between P.Yadin 2 and P.Yadin 3 it would be best to review their respective contents in detail. P.Yadin 2 records that on the third of Kislev, year twenty-eight of Rabʿel II (97/98 CE), a Nabatean στρατηγός “commander” named Archelaus, son of ʿAbad-ʿAmanu (or: ʿAbad-ʿAmiyu), purchased a date palm plantation from a Nabatean woman named ʾAbi-ʿadan, daughter of ʾAptaḥ, son of Manigares. The plantation, located in Galgalaʾ which is in Maḥoz ʿEglatain, was purchased for 112 selaʿs. For its part, P.Yadin 3 records that another person, a Jew named Shimʿon, apparently Babathaʾs father, purchased from the same Nabatean woman, ʾAbi-ʿadan, daughter of ʾAptaḥ, son of Manigares, a plantation in Galgalaʾ which is in Maḥoz ʿEglatain, on the second of Ṭebet of the same year, year twenty-eight of Rabʿel II, for 168 selaʿs. The two transactions are thus separated in time by only one month, less a day.

Of the six Nabatean papyri in the Yadin Collection, P.Yadin 1, 2, and 3 are explicitly dated to the reign of Rabʿel II, whereas P.Yadin 6 and 9 are dated to 119 CE and 122 CE, respectively, subsequent to the Roman annexation of the Nabatean kingdom in the year 106 CE. In P.Yadin 4:10–11, there is mention of the twenty-eighth year of “our lord” (מֶרְאֵנָא), undoubtedly a reference to Rabʿel II, although the month and precise date are missing (see the COMMENTARY on P.Yadin 4:11).

The question has been discussed at length as to whether Rabʿel II’s titulary celebrates an historical event, when he actually delivered his people from an enemy or other disaster. Graf (1978:6) reports the findings of both Winnett and Oxtoby, that a revolt broke out in Rabʿel’s ascension year, 70/71 CE, instigated by a certain Damasi, in which the Safaitic tribes of

Muḥārib, Māsikat and Ḍaif participated. Damasi was heir apparent to the office of governor of Madaʿin Ṣaliḥ (Ḥegra), in the southernmost part of the Nabatean kingdom, but he had been denied that post by Rabʿel II and consequently rebelled. For delivering his people from that threat, Rabʿel II may have been accorded the title of preserver of his people. Meshorer (1975:75–76) notes that the title מלכא “the King” was added to the Nabatean coinage in 75/76 CE after Rabʿel’s mother, Shuqailat, who had enjoyed considerable power, died and Rabʿel ruled alone. It is at that same time, or possibly later, that the appellation “who has brought life and deliverance to his people” also begins to appear on the coins. Negev (1963) gives a different historical justification for the title, seeing in it a reflection of Nabatean expansion in the Negev, an explanation that Meshorer questions. In his view, the Nabatean kingdom was actually in a state of decline after 76 CE.

The conclusion that both P.Yadin 2 and P.Yadin 3 actually record sequential transactions pertaining to the same parcel rests on the fact that the abutters on all four sides of the plantation are almost identical in both contracts. On three sides, they are virtually identical: to the east: the road; to the south: the plantation (גנתא) of Rabʿel (in P.Yadin 3: the land [ארע] of Rabʿel); to the north: the swamp. To the west, P.Yadin 2 mentions only the houses of a certain Taḥaʿ, daughter of ʿAbad-Ḥaretat, whereas P.Yadin 3 first mentions the houses of a certain Ḥunainu, son of Tayim-ʿIlahi, followed by those of Taḥaʿ, daughter of ʿAbad-Ḥaretat. The addition of the houses of Ḥunainu to the western abutter in P.Yadin 3 is the only significant difference in the delineation of any of the four boundaries. Conceivably, this might indicate that the parcel being sold in the second deed (P.Yadin 3) encompassed an additional area on its western side, which may possibly explain the rise in the price now paid for the parcel. However, such a difference hardly allows us to conclude that two different parcels are involved in P.Yadin 2 and P.Yadin 3, respectively. At the most, two different parcels of land can share two abutters, and then only in opposite directions, but not three or four abutters, in all directions.

We are left, therefore, with a difficult question: If the earlier sale fell through subsequent to the signing of P.Yadin 2, why was the papyrus not marked, or defaced in some way to indicate that it was invalid and could not be used? An actual instance of this practice is provided by XḤev/Se 69, a canceled Jewish marriage contract, written in Greek and dated 130 CE (Cotton 1997a:250). After the dissolution of the marriage by death or divorce, that papyrus was marked by “pen strokes crossing diagonally, as well as over the signatures on the back.” No such markings appear on P.Yadin 2. There is also the consideration that invalid documents were often discarded. Why attempt to preserve them?

There is yet more to be learned from further examination of the precise differences between P.Yadin 2 and P.Yadin 3. Though the specific hours and days of irrigation are often detailed, as they are in P.Yadin 3, the absence of such detail from P.Yadin 2 is not all that significant. The most important difference is the reference to the enigmatic “this (same) son of LTY” (בר לתי דנה), whose otherwise unattested name appears out of the blue in P.Yadin 3:44, near the end of the document and which may be reliably restored in P.Yadin 3:16. No

## P.Yadin 2 AND 3: TWO SALE CONTRACTS

third person is involved in the transaction of P.Yadin 2, only the vendor and the purchaser. As will be suggested in the COMMENTARY (P.Yadin 3:16–18/42–45), it is quite possible that someone surfaced during the intervening month who had a prior lien against ʿAbi-ʿadan’s property, or to whom ʿAbi-ʿadan was otherwise indebted, and blocked the earlier sale. This person may have been “the son of LTY” himself. For whatever reason, ʿAbi-ʿadan needed a guarantor the second time around, and this may have been the role of the son of LTY. It is also important to bear in mind that in the Nabatean kingdom land sales were not strictly a private affair, but required title registration in the form of a new אסר “binding agreement, order,” to be issued when the new owner assumed responsibility for the royal tax. This conclusion is based on Hannah Cotton’s incisive hypothesis on the larger question of land tenure (Cotton 1997b), which seems most probable (see the COMMENTARY on P.Yadin 2:13–14). The first sale may have fallen through before such registration took place.

Although we cannot be certain of the reasons for the involvement of “the son of LTY” in the second contract, it is clear from the legal formulation that at least two persons, ʿAbi-ʿadan and the son of LTY, ultimately assume the obligations and guarantees incumbent upon the vendor, ʿAbi-ʿadan, who was alone accountable in P.Yadin 2. The fact of a joint guarantee is established by a series of first person plural forms (see P.Yadin 3, UPPER VERSION, lines 16–18, LOWER VERSION, lines 43–45), where P.Yadin 2 had only first person singular forms. For instance, P.Yadin 3 has: “*We* shall not alter,” instead of: “*I* will not alter” in P.Yadin 2. There is also the fact that P.Yadin 3:16/43 mentions the inclusion in the contract of a “condition, encumbrance,” or of a “gift,” depending on how we understand the ambiguous term מתנא (see the COMMENTARY on P.Yadin 3:16/43), and this comes immediately before mention of the name of the son of LTY. Finally, it is undoubtedly this same guarantor who signed the document beneath the name of the vendor, ʿAbi-ʿadan, in line 50 as: בר [ ] לתה. As a guarantor, he would have been required to sign the deed. Unfortunately, we do not know his first name. It is also possible that he signed for ʿAbi-ʿadan, who was illiterate. In this case, the word כתב would have preceded his name as has been tentatively restored. See below, the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES.

The question as to why P.Yadin 2 would have been retained without defacement once the sale it records fell through cannot be answered definitively. Even so, it is a matter of judgment as to how much importance one attaches to this anomaly when it is weighed against the nearly identical descriptions of the parcels in both contracts. We have noted two variables: (a) a possible extension of the western limit of the parcel, which might account for the rise in price, and (b) the involvement in P.Yadin 3 of a third person, most probably as a guarantor. Neither difference provides a satisfactory answer to the question as to why the earlier deed of sale to the στρατηγός had not been invalidated, or discarded.

Before moving on to the presentation of P.Yadin 2 and P.Yadin 3, it is worth mentioning that Ada Yardeni (2000c:A:290–92) has recently published a Nabatean double document of sale, listed as XHev/Se 2 nab (= Rockefeller 662), and provisionally dated ca. 100 CE. That document represents exactly the same form of legal contract as P.Yadin 2 and P.Yadin 3. It

#### NABATEAN-ARAMAIC LEGAL PAPYRI

exhibits only a very few minor variations in formulation, fewer than are observable between P.Yadin 2 and P.Yadin 3, or, at points, even between the UPPER and LOWER VERSIONS of each of the same! It records the sale of a parcel of real estate in Maḥoz ʿEglatain to a Nabatean named Šaʿad-ʿIlahi by a woman named ŠLWM (= Salome(?)), who, if Menaḥem is indeed her father's name, was Jewish. The UPPER VERSION is mostly missing, and the end of it is worn, but large parts of the LOWER VERSION have survived, and some gaps in it may be restored on the basis of P.Yadin 2 and P.Yadin 3. Although XḤev/Se 2 nab is the beneficiary of P.Yadin 2 and P.Yadin 3, and not the reverse, the former adds to our understanding of the latter in a larger sense: It suggests that a standard model of sale documents in Nabatean-Aramaic was used in the Dead Sea area during the last years of the Nabatean kingdom. The discovery of further documents in Nabatean-Aramaic, and the future decipherment of any extant documents, may serve to strengthen this observation.

## P.Yadin 2 AND 3: TWO SALE CONTRACTS

### P.YADIN 2: PHYSICAL DESCRIPTION

Number of Document: P.Yadin 2.

Material: Papyrus.

Kind of script: Nabatean.

Kind of Document: Double deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded and tied, packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements: 32.5 cm x 17.1 cm.

Direction of fibers on Recto: Perpendicular to script.

Description of Damage: The upper edge is almost intact and the upper text is very well preserved except for minor damage at the folds. The lower part is mainly damaged at the folds and at the right margin and several lines are severely damaged. The bottom of the papyrus sheet is torn away with part of the last line.

Joins: No joins visible.

Direction of Folds: Top to bottom.

Height of upper fold: Ca. 1 cm.

Height of largest fold: 2 cm.

Number of lines (including signatures): 49.

Upper text: Total: 17 = verso: 5 (upside-down, opposite the top of the recto); recto: 12.

Lower text: 25

Signatures: 7 on the verso (including the scribe).

Height of text:

Upper text: Verso: Ca. 2.3 cm; recto: Ca. 5.4 cm.

Lower text: Ca. 26 cm.

Maximal Width of text:

Upper text: Verso: 15.5 cm; recto: 15.3 cm.

Lower text: 14.7 cm.

Height of space between upper and lower texts (including the ascender of *lamed*): Ca. 2 cm.

Maximal Measurements of Margins:

Upper margin: No margin left (on purpose).

Lower margin: Missing.

Right margin: Upper text: Verso: 1.4 cm; recto: 1.5 cm. Lower text: 2 cm.

Direction of signatures: Verso: Perpendicular to the text on the recto, starting opposite the beginning of the lower text.

Special notes concerning the signatures: Only four are partly legible, all in Nabatean script. The other three have only illegible remains of letters (lines 43, 45, 46). Comparing the list of signatures to the lists in other documentary texts from the Judean Desert where the main party of the deed was illiterate and another person signed in his/her name, we may assume that the second signature here, as well as in P.Yadin 3, belongs to a person who signed for the main party (ʿAbi-ʿadan, who presumably was illiterate), even though the word מִמְרֵא/ה does not follow the second signature, as expected, either here or in P.Yadin 3. Perhaps the word כתב ("he wrote") preceded the signature, indicating the relationship between the two first signatures.

Scribe: עוֹרֵר הָר עוֹתוֹ (signed in line 49, verso).

Upper text: Cursive.

Average height of medial *mem*: Ca. 0.15 cm.

Average space between lines: Ca. 0.15–0.2 cm.

Lower text: Formal, written with a skilled hand.

Average height of medial *mem*: Ca. 0.4–0.5 cm.

Average space between lines: Ca. 0.5–0.8 cm.

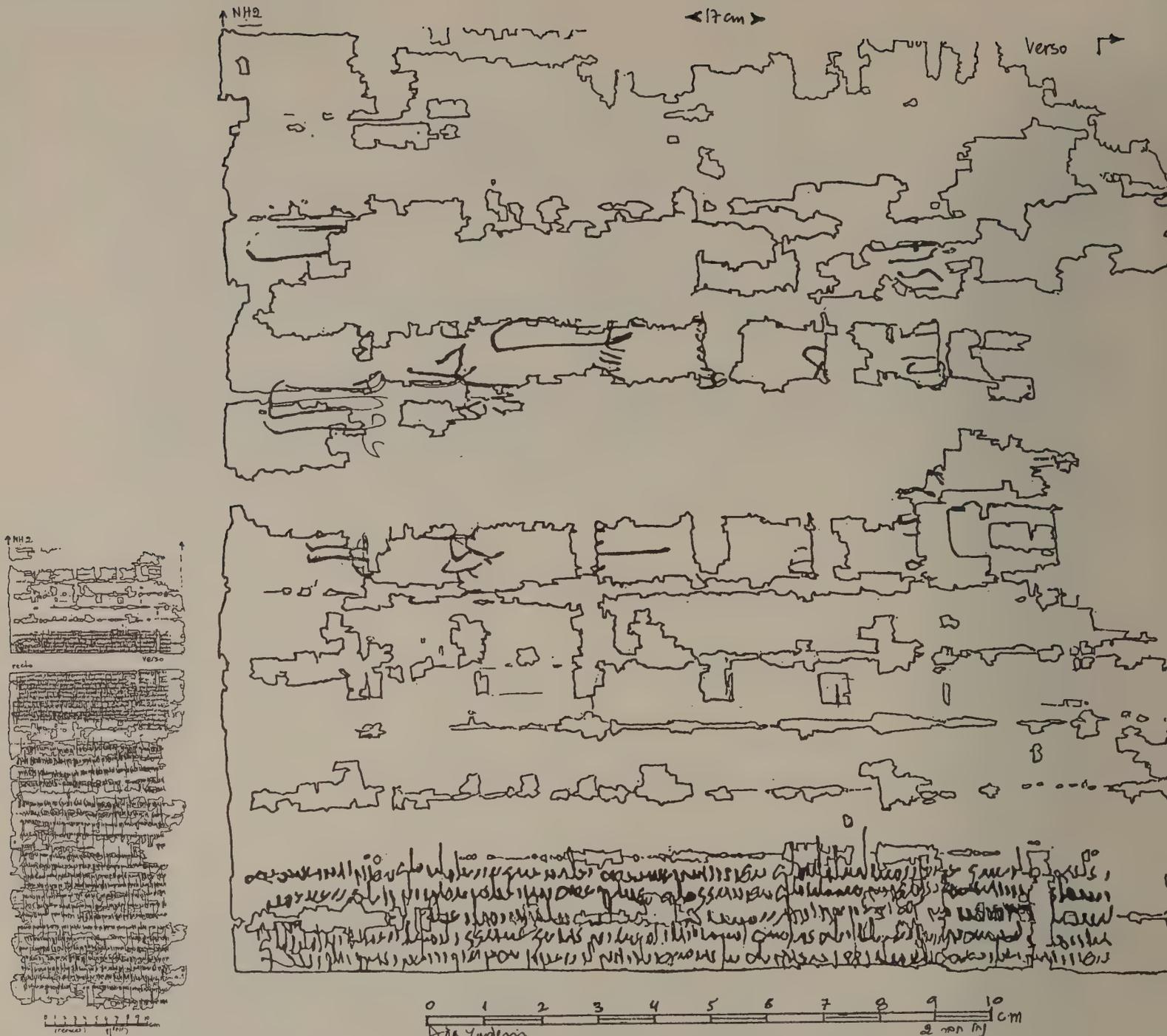


Fig. 22. P. Yadin (5/6 Hev) 2  
(reduced): Verso and Recto



Fig. 23. P. Yadin (5/6 Hev) 2: Verso

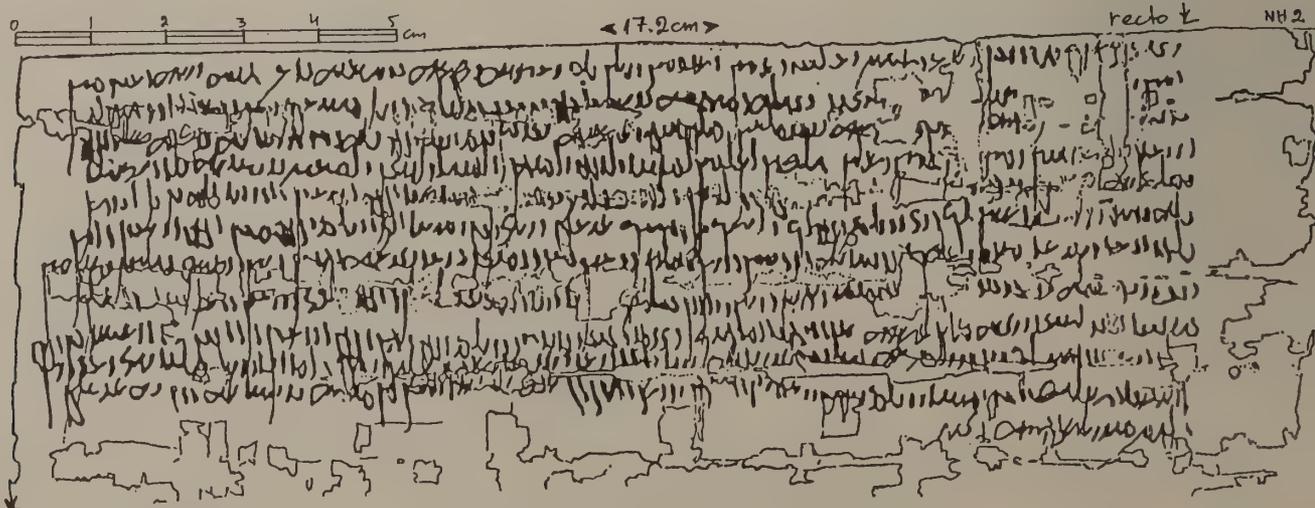


Fig. 24. P. Yadin (5/6 Hev) 2: Recto (top)

Handwritten text in Hebrew script, arranged in approximately 20 horizontal lines. The script is dense and appears to be a form of shorthand or a specific dialect. The text is contained within a rectangular frame with a vertical scale on the right side.

18  
19  
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42

0 1 2 3 4 5 6 7 8 9 10 cm  
אדא יאדאני

Fig. 25. P. Yadin (5/6 Hev) 2: Recto (bottom)



P.Yadin 2 AND 3: TWO SALE CONTRACTS

P.YADIN 2: TRANSLATION

UPPER VERSION

VERSO

<sup>1</sup> On the third of [K]islev, year t[wen]ty and eight of Rab<sup>2</sup>el the King, King of the Nabateans—who has brought life and deliverance to his people—and during the lifetime of <sup>2</sup>Obodat, son of Rab<sup>2</sup>el the King, King of the Nabateans—who has brought life and deliverance to his people—  
<sup>2</sup> and of Gamilat and [Ha]gru, his sisters, Quee[ns] of the Nabateans, [children of] Maniku (= Maliku) the King, King of the Nabateans, son of Haretat, King of the [Naba]taeans—lover of his people—in Maḥoz <sup>3</sup>‘Eglatain: On that day (he) purchased, (namely) Archelaus, son of <sup>4</sup>‘Abad-‘Amanu\‘Abad-‘Amiyu  
<sup>3</sup> ..... [ ].., the com[man]der, fr[om me, I, <sup>4</sup>‘Abi]-‘adan, daughter of <sup>5</sup>‘Aptah, son of Manigares, a [plantation of d]ate palm[s which is in Gal]gala<sup>2</sup>, which is in Maḥoz <sup>6</sup>‘Egla[tai]n, including [irrigation ditches and assigned] watering periods, as is  
<sup>4</sup> proper. (It is stipulated) that ...[ Ar]chelaus, from HNH BHDRYT<sup>2</sup> .... And these are its boundaries: To the east: the road; and to the west: the houses of Taḥa<sup>2</sup>, daughter of <sup>5</sup>‘Abad-Haretat; and to the south: the land of [ou]r lor[d], Rab<sup>2</sup>el the King, King of  
<sup>5</sup> the Nabateans—who has brought [li]fe and deliverance to his people; [and to] the north: the swamp. That plantation, in its entirety, within all its boundaries, and all that belongs to this (same) <sup>6</sup>‘Abi-‘adan within it, by entitlement and jurisdiction, according to boundary and share, and valid document,

RECTO

<sup>6</sup> and firm register, [and apportionm]ent and boundary; including garden and spring, and ... *and as above* (or: concealed and open (document), and ... and public); and date pa<l>ms and sycamores, and all types of trees, and wood, wet and dry, and arid land such as there is in it, and assigned watering periods,  
<sup>7</sup> and water, and [...] ...[ and part]nership and estate rights and ... and courtyards inside it in every p[la]ce, and everything (whatsoever), small or la[rg]e, as is pr[op]er for him  
<sup>8</sup> regarding [these] purchas[es; sunny (areas) and where shade] falls—this (same) A[r]chelaus] has purchased with silver, (in the amount of) sela<sup>2</sup>s one hundred twelve, precisely (or: split/half). This, the entire price of these purchases, has been re[ceiv]ed by [me], I,  
<sup>9</sup> [this (same)] <sup>10</sup>‘Abi-‘adan, [the fixed sale pri]ce in funds. (*These are*) [...]... at full value, mature and beyond release forever. (The right) to buy and to *sell*, and to pledge and to bequeath, and to grant as gift, and to do with these purchases all that he wishes,  
<sup>10</sup> (accrues to) thi[s (same)] Archelaus, [from the da]y on which [this deed ]is written[ and foreve]r. That (this transaction) not (be subject to) lawsuit, con[te]st, oa[th].... And (further) that I, this (same) <sup>11</sup>‘Abi-‘adan, will clear these purchases from anyone  
<sup>11</sup> at all, distant or [nea]r, and I will free (them up to) you, you, this (same) Archelaus, to you and to your sons after you forever. And, as well, you, this (same) Archelaus, are clean and ... from me, I, this (same) <sup>12</sup>‘Abi-‘adan, from  
<sup>12</sup> all that I may claim, or that may be claimed in my name regarding these purchases..., concerning houses and courtyards, and (with respect to) clearance and specification, and agreements and oath, that may still be claimed regarding ... and .... And (there is) agreement regarding exchange rates and profits  
<sup>13</sup> ...[...]. regarding purchases and clearances, as is customary [for purchases] and clearances, as is written, for[ever]. And accordingly, this (same) <sup>14</sup>‘Abi-‘adan has [ap]portioned, what is ow[ed from this plantation, ]the portion of  
<sup>14</sup> our lord, the leasing (tax) for a year, as well, in it(s amount of) ten se<sup>2</sup>ah’s, until such time as there will be a new binding agreement and this plantation will be registered as the parcel of this (same) Archelaus. And if I, this (same) <sup>15</sup>‘Abi-‘adan, will ..., or will deviate from this (agreement)

NABATEAN-ARAMAIC LEGAL PAPYRI

- 15 [די] ל[א ברשא] אֲחֻזְבַּ לְךָ אֲנִת אַרְכֻּלְס [דנ]ה °° כֻּל דְּמִי זַבְנִיָּא אֵלֵה וּבְכֻלְכֻל דִּי אַבְעָא וּיְתַב [עא] בְּשִׁמִּי  
 עֲלִיךְ בְּהֵם וְלִמְרָאנָא רַבָּאֵל מְלָכָא כּוּת וְעֲרָאֲרִיָּן וְעֲרָאֲרִיָּן  
 16 לָא בְּרִשָּׁא וְשִׁלִּיט וּדְכִי וּמִ°° אַרְכֻּלְס דְּנָה וּבְנוּהִי מִן אַחְרוּהִי וְאִנְשׁ אַחְרָן דִּי שְׁטַרָּא [דנ]ה יְחֻסָּן מִן  
 מִלְּמִיָּה בּוּבִינִיָּא אֵלֵה כְּדִי בַּה עַד עֵלֵם  
 17 וְלֹא מִתְּנּוּ בְּכֻל שֶׁהִיָּה יְתַנּוּכְתְּבוּ

LOWER VERSION

- 18 [ב]תלתה בכסל[ו] שנת עש[רין] ותמונא ל[רב]אל מלכא מל[ך] נבטו די אחיי ושיזב עמה ועל  
 19 [חיי עבד]ת [בר רבא]ל [מ]ל[כ]א [מ]ל[ך] נבטו די אחיי ושיזב עמה ודי [גמ]ל[ת] והגרו אחותה מ[ל]כ[ת]  
 20 [נבט]ו בְּנִי מִזְכְּוֹ מְלָכָא מְלָךְ נַבְטוּ בַר חֲרַתְתָּ מְלָכָא נַבְטוּ רַחֵם עִמָּה בְּמַחְזוּ עֲגֻלְתִּין יוֹמָא הוּ זִבְן  
 21 [ארכ]לס בר ע[בד]עמנווע[בד]עמיו °°° [ ] °°° אסרתגא מני אנה אביעדן ברת אפתח בר מניגרס  
 22 [גנ]ת תמ[ר]יָּא [ל] [ ] °°° [די בג]ל[ג]ל[א] די במחזו עג[ל]תין על שקי[א] ועני מיה כדי חזה  
 די מ °° ארכ[לס]  
 23 מן חנה בהדיתא °° על °° [א ואל]ה [תחומיה למדנחא ארחא ולמערבא בתי תחא ברת ע[בד]חרתת  
 24 [ו]ל[ימינא אר]ע מִדְּאֲנָא [רבא]ל [מ]ל[כ]א [מ]ל[ך] נַבְטוּ [די אחי]י ושי[זב עמ]ה [ול]שמ[אלא רקקא ג]נתא הי  
 25 [כלה בכל תח]ומיה וכל די איתי לאביעדן דא [ב]ה מן צדק ורשו ותחום וחלק ותקף ותבת וקשם  
 26 [וחד]ד[ו]ח[ר]ר וגן ונבע וש °° דוש °° ר ועלא[כי]ועלא[ני] ותמרין ושק[מין] ואי[לן] [כ]לה ועצה רטיבה  
 [וי]בי[שה] וארע חררה  
 27 [כדיבה]כריבה ועני מין ומין ושותפו ונחלה [ע] [ ] °° [ ] °° [לה] [ה] ודריין\ודרוין  
 28 [ ] [בגו לכל אתר וכול מנדעם ז[ע]יר וש[גי]א די חזה לה בזבניא אלה שמש וחנה טלל  
 29 זבן ארכלס דנה בכסף סלעין מאה חדה וע[שר]ה [ו]תרתין פרסופנס כספא דנה כלה דמי [זב]ניא אלה  
 30 [מטה] עלי אנה[אביעדן דא שי]חרץ דמין °° [גמ]רין [ב]של[ין] ח[לטין לעל]מי[ן] ל[מקנ]א [ו]לזבנה  
 31 [ולמרהן ו]ל[מנחל ולמנת]ן ולמעבד בזבניא אלה כל די יצבה ארכלס דנה מ[ן] [יו]ם די כתיב שטרא  
 32 [דנה ועד על]ם די לא דין ולא דבב ולא מומא °° ודי אצפ[א] אנה [אביעדן דא] זבניא אלה מן כל אנוש  
 33 [כלה ר]חיק וקריב ואשבק לך אנת ארכלס [דנה ל]ך ולבניך מן אחריך[ן] עד [ע]לם וכו[ן]ת [דכי  
 34 [ומ °°] א אנת ארכלס [דנה מני אנ]ה אביעדן דא [מן כ]ל די א[בעא ויתבעא] בשמי עליך [בזבניא אלה

P.Yadin 2 AND 3: TWO SALE CONTRACTS

<sup>15</sup> [with]ou[t authority] then I shall owe to you, you, [this] (same) Archelaus, the entire price of these purchases, and for all and everything that I may claim, or that may be clai[med] in my name against you regarding them. And, as well, to our lord, Rab<sup>2</sup>el the King. And (concerning) claims  
<sup>16</sup> that are without authorization (**or**: <sup>[15]</sup>deceptive actions <sup>[16]</sup>are not permitted). And empowered and clean and ... is this (same) Archelaus, and his sons after him, or anyone else who may be in possession of [thi]s de[ed] by ri[ght of possess]ion, regarding these purchases, as (provided) in it, forever.  
<sup>17</sup> And none may impose conditions on anything (*to which*) *the witnesses have affixed their signatures* (**or**: And none has delayed anything (*to which*) *the witnesses have affixed their signatures\set their conditions*).

**LOWER VERSION**

<sup>18</sup> [On] the third of Kisle[v], year twen[ty] and eight of [Rab]el the King, Kin[g] of the Nabateans—who has brought life and deliverance to his people—and during  
<sup>19</sup> [the lifetime of <sup>2</sup>Obod]at, [son of Rab<sup>2</sup>e]l the [K]i[n]g, [K]i[n]g of the Nabateans—who has brought life and deliverance to his people—and of Gam]il[at and Hagru, his sisters, Qu]e[ens of the]  
<sup>20</sup> [Nabatae]ans, children of Manik[u the King, King of the Nabateans, son of Ḥaretat, King of the Nabateans—lover of his people—in Maḥoz <sup>2</sup>Eglatain. On] that [day] he purchased,  
<sup>21</sup> (namely) [Arche]laus, son of <sup>2</sup>A[bad]-<sup>2</sup>Amanu<sup>2</sup>-<sup>2</sup>A[bad]-<sup>2</sup>Amiyu ...[...]. the commander, from me, I, <sup>2</sup>Abi-<sup>2</sup>adan, daughter of <sup>2</sup>Aptah, son of Manigares,  
<sup>22</sup> [a plantat]ion of date [pa]lms [...]. [...]. [...][which is in Ga]l[g]al[a<sup>2</sup>] which is in Maḥoz <sup>2</sup>Eg]lat[ain, including irrigat]ion ditches[ and assigned watering periods, as is proper. (It is stipulated) that ... Arche]laus  
<sup>23</sup> from ḤNH BHDRYT<sup>2</sup> ...[.... And thes]e [are its boundaries: To the east: the road; and to the west: the houses of Taḥa<sup>2</sup>, daughter of <sup>2</sup>A]bad-Ḥaretat;  
<sup>24</sup> [and] to [the south: the lan]d of our lord, [Rab<sup>2</sup>e]l [the K]i[n]g, K]i[n]g of the Nabateans—[who has brought li]fe and deliver[ance to] his [people]; [and to the] no[rth: the swamp]. That [plan]tation  
<sup>25</sup> [in its entirety, within all its boun]daries, and all that belongs to this (same) <sup>2</sup>Abi-<sup>2</sup>adan [with]in it, by entitlement and jurisdiction, according to boundary and share, and valid deed and firm register and share  
<sup>26</sup> [and borde]rs, and garden and spring, and ... and as above (**or**: concealed and open (document), and ... and public); and date palms and syca[mores, and a]ll types of [tr]ees, and wood, wet [and d]r[y], and arid land  
<sup>27</sup> [such as there is in it, and assigned watering periods, and water, and ... and partnership and estate rights, and ...]. and courtyards  
<sup>28</sup> [... ]inside it in every place, and everything (whatsoever), s[ma]ll or l[arg]e, as is proper for him regarding these purchases, sunny (areas) and where shade falls  
<sup>29</sup> he purchased, this (same) Archelaus, with silver, sela<sup>2</sup>s one hundred and t[e]n [and] two (= 12), precisely (**or**: split/half). And this silver, the entire price of these [pur]chases  
<sup>30</sup> [has been received] by me, I, [this (same) <sup>2</sup>Abi-<sup>2</sup>adan, for the] fixed[ sale price ]in funds. (These are) ...[... at full v]alue, [m]atu[re and be]yond release for[ev]er. (The right) to [bu]y [and] to sell,  
<sup>31</sup> [and to pledge and] to [bequeath, and to grant as gif]t, [and to do with these purchases all that he wishes (accrues) to this (same) Archelaus, fro]m [the da]y [on which <sup>[32]</sup>this <sup>[31]</sup>deed is written]  
<sup>32</sup> [and forev]er. That (this transaction) not (be subject to) lawsuit, contest, nor oath ... and (further) th[at I will clea]r, I, this (same) <sup>2</sup>Abi-<sup>2</sup>adan, these purchases from any person  
<sup>33</sup> [whomsoever, di]stant or near, and I will free them up to you, you, [this (same)] Archelaus, [to y]ou and to your sons after you[ forev]er. And as well, clean  
<sup>34</sup> [and ...]. are you, [this (same)] Archela[us, from me, I,] this (same) <sup>2</sup>Abi-<sup>2</sup>adan [from all] that I may [claim, or that may be claimed in my name against you] regarding these purchases







## P.Yadin 2 AND 3: TWO SALE CONTRACTS

Further on, we have a damaged word in a recurring pair:  $\text{וּבְהִגִּין וְיִּיִּי}$ , whereas in P.Yadin 3:39 in the parallel clause we may perhaps read:  $\text{וּבְהִגִּין וּדְרִיּוֹן}$  (see the COMMENTARY), which logically should be restored wherever this pair occurs.

**Lines 13/36:** This line is badly damaged, and partly missing in all four versions, here and in P.Yadin 3:14/39. In the same position in P.Yadin 3:39, we find the following in a partially broken section:  $\text{וּבְהִגִּין וְיִּיִּי וְיִּיִּי וְיִּיִּי}$ . There, the legible words occur in a sequence of legal terms, as discussed in the COMMENTARY on P.Yadin 3:14/39.

**Lines 14/37–38:** The word for “our lord” is miswritten:  $\text{מְרַאנְג־א}$  in line 14, but not in line 37, and the same is true of the verb  $\text{וְאַשְׁנ־ג־א}$  in line 14, but written correctly in line 38. In both versions we have only an *aleph* of what may have been a verb: In line 14, only the first letter of a six-letter word remains, namely *aleph*, producing:  $\text{וְאַשְׁנ־ג־א}$  “I will ... or alter.” In line 38, we have:  $\text{וְאַשְׁנ־ג־א}$ . In P.Yadin 3:17/44 we find plural forms (see the INTRODUCTION and the COMMENTARY on P.Yadin 3:17/44).

**Lines 15/39:** In line 15, there are indications of two letters following the word  $\text{וְדִנָּה}$ , and attached to  $\text{כָּל}$ , whereas almost all of line 39 is restored.

**Lines 16/40–41:** See above, on lines 11/34. Both versions exhibit a break:  $\text{מִן מֶלֶךְ}$  (line 16);  $\text{וְהִנֵּן}$  (line 41). In a similar conventional clause appearing in P.Yadin 1:44, the reading is complete:  $\text{מִלְמִיָּה}$ , and as such is restored here.

**Lines 17/42:** Formulations of this conventional clause, which appears any number of times in the Nabatean texts from Naḥal Ḥever, show minor variations. For the most part, the statements as they occur in P.Yadin 2 can be restored by interfacing with P.Yadin 3. The final word is understood as:  $\text{כְּתִבּוּ}$  “they wrote.” See the COMMENTARY on line 17 and P.Yadin 4:19, wherein the first word of this formula, unless it is damaged, seems to start with *yod* rather than *kaph*. The preceding word beginning with *shin* and *heʿ* has been understood as  $\text{שְׁהִדִּיָּה}$  “the witnesses.” It should be noted, however, that in line 42 and in P.Yadin 3:48, only one letter exists between the two *heʿ*s, resembling medial *yod*. Hence, the word in those two places looks like  $\text{שְׁהִיָּה}$ , rather than  $\text{שְׁהִדִּיָּה}$ , although it is the latter reading that makes sense.

**Lines 43–49:** See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES for the proper interpretation of these lines, and also the COMMENTARY on lines 43–49.

## P.YADIN 2: COMMENTARY

The opening lines (1–5) of P.Yadin 2 provide the following information: (a) The regnal date

of the Nabatean king; his lineage and titulary, (b) The venue of the transaction, (c) Identification of the principals—the purchaser and the vendor—and (d) Identification of the parcel, including the guaranteed water rights that come with it, and the delimitation of boundaries on all four sides.

### Regnal Date, Royal Lineage and Titulary (Lines 1–2/18–20)

The reign of Rabʿel II, the last king of the Nabateans, is usually dated from 70–106 CE. His twenty-eighth year would be 97/98 CE, depending on whether one counts the ascension year and whether the third of Kislev still fell in 97 or already in 98. Meshorer (1975:70–71) explains that the Dumer inscription, found between Damascus and Palmyra, provides a double date equating the twenty-fourth year of Rabʿel II with the 405th year of the Roman chronology (במנין ארהומיא), which is to say, of the Seleucid era. On this basis, the twenty-fourth year of Rabʿel II would be 93 CE. Fiema and Jones (1990), using other data, maintain that the reign of Rabʿel II began in 71 CE.

The conventional title is: מלך נבטו “King of the Nabateans.” The form נבטו has received considerable scholarly attention. It is usually taken as a gentilic form: “the Nabateans,” referring to a people, Ναβαταίοι, rather than as a way of designating a country. The vocalization of נבטו is most likely *Nabaṭu*. Healey (1993:68, 72–73 on H 1:4) discusses this subject in reference to a Nabatean tomb inscription where the Nabateans are mentioned alongside a subsidiary, allied tribe known as SLMW (= *Salamu*), an Arabic gentilic constructed the same way (see also Graf 1992 and bibliography cited there). The expansive titulary of Rabʿel II and the references to his son, his “sisters,” and his family tree are of considerable historical interest, as is the distinctive characterization of Rabʿel II as savior of his people. In fact, P.Yadin 2 has the most elaborate opening of any of the Nabatean documents in the Yadin Collection. By contrast, in P.Yadin 1 and 3 all that is provided is a date in the reign of Rabʿel II, and the characterization of him as savior of his people. (The beginning section of P.Yadin 4 is too broken for consideration.) Rabʿel’s son, bearing the dynastic name ʿObodat (עבדת), never had the chance to be king since the kingdom was annexed while Rabʿel II, his father, still reigned. The titulary must be regarded as anticipatory, as if to say that ʿObodat was the heir apparent. To date, P.Yadin 2 provides the only record of him (see below).

What is especially distinctive is mention of Rabʿel’s two “sisters,” Gamilat (גמילת) and Hagru (הגרו), together given the title “queens of the Nabateans” (מלכת נבטו) and identified as “his sisters” (אחותה). The numismatic evidence discussed by Meshorer (1975:78–79) indicates that Gamilat apparently died in 102 CE, at which time Hagru became queen for the last years of the kingdom, so that in 97/98 CE Hagru was not actually queen, and, in any event, there would not have been two queens reigning at the same time. An elaborate opening section, almost identical to what we find in P.Yadin 2, and going back even further in time, occurs in *RÉS* no. 1434, dating from the final years of Rabʿel’s reign. It also mentions both Gamilat and Hagru, although by that time Gamilat was probably no longer

alive. Usage of the title “queen” and of the relationship “sister” is, therefore, nuanced. Some have suggested that Nabatean kings actually married their sisters, or, alternatively, that a king’s sister may have been given the honorific title of queen even when she was not reigning. It is quite clear that the phrase attested here, מנכו מלך נבטו [בני] “[children of] Maniku (= Malichus II), King of the Nabateans,” refers not only to Rabʿel and his son, but to the two “sisters” as well, indicating that they were daughters of Malichus II (40–70 CE). An earlier Hagru, daughter of Aretas IV, is mentioned in a Nabatean inscription, *CIS* II no. 354, making it more likely that the present Gamilat and Hagru were actually Rabʿel’s sisters. In the present text the genealogy of Rabʿel II is carried back to Aretas IV (9 BCE–40 CE). Formulaic על חי is best taken to mean: “during the lifetime of–,” similar in its temporal force to: לחי.

The characterization רחם עמה (participial *rāhēm*) “lover of his people” is distinctive to Aretas IV. It corresponds literally to the Greek title, φιλόδημος. Rabʿel’s characterization: די עמה ושיוזב אחי “who has brought life and deliverance to his people” recalls the Greek epithet σωτήρ. As noted by Graf (1994:291) both the royal and military organizations of the Nabateans were patterned on pre-Roman models. In the Aramaic dialects and in Hebrew the causative stem of the verb *h-y-y* often has the sense of preserving in life, of allowing and enabling others to live (Gen 6:9; Num 22:33), but also of restoring to life, of resurrecting (2 Kgs 8:1, 5) and of restoring one’s strength, revitalizing (Isa 57:15). The Aramaic Shaphʿel, שיוזב, is derived from the common Semitic root ʿ-z-b. Akkadian attests the cognate *ezēbu* “to abandon, leave, place”; Š-stem *šuzubu* “to extricate, save” (*CAD E* 424, s.v. *ezēbu*, meaning 6). This connotation is well attested in various phases of Aramaic (Dan 3:15, 17, 28; 6:15, 17, 28; Sokoloff *DJPA* 546, citing Kaufman 1974:105; *DNWSI* 1119–20; Levy 4:544–45).

### Venue of the Transaction (Lines 2–3/20)

The transaction took place in Maḥoz ʿEglatain (see the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: VENUES). The locale named “Galgala’ which is in Maḥoz ʿEglatain” is also listed in P.Yadin 3:3/24 and P.Yadin 6:4. The site named Galgala’ appears in a Greek document from Naḥal Ḥever (P.Yadin 16:24–25), where there is reference to a date palm plantation in Maḥoza: λεγόμενον Βαγαλαγάλα “called Bagalgala”; prepositional *beth* has become part of the name in Greek (Lewis 1989:70; Cotton and Greenfield 1995). It would seem, therefore, as Cotton and Greenfield observe, that Maḥoz ʿEglatain, or Maḥoza’, which are one and the same, were composed of interior, named precincts, such as Luḥit, for instance, mentioned in the Hebrew papyri from Naḥal Ḥever (see the COMMENTARY on P.Yadin 44:5). Many of the properties involved in the transactions recorded in the Naḥal Ḥever archive pertain to date palm plantations. Both masculine ַג and feminine forms are attested (see below, lines 22, 24, etc.).

Water rights were considered as a prerogative of ownership; and they came with the property and thus had to be stipulated. This subject of broad interest, integral to the Greek documents as well, has been recently discussed by Cotton (1995:193–95; see also Levine

2000a:849–50 and Katzoff and Schreiber 1998). The technical terminology, including שקיָא “irrigation ditches” and ענימיה (and variant forms) “assigned watering periods,” is explained in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: WATER RIGHTS (for שקיָא, see also the COMMENTARY on P.Yadin 7:13). In formulaic על שקיָא וענימיה, the preposition על means “including, together with” watering ditches and times for irrigation.

#### Identification of Vendor and Purchaser (Lines 2–4/20–21)

As has been explained in the INTRODUCTION, the vendor in both contracts is the same person, a Nabatean woman named אביעדן (ʿAbi-ʿadan). Negev lists two Nabatean names, עדינו (no. 842) and עדנו (no. 844), and notes the presence of the ʿ-*d-n* component in the Palmyrene onomasticon, but the composite אביעדן is not listed by him. The name written as אבעדן has turned up, however, on an Ammonite seal (Avigad and Sass 1997:326, no. 869; Index 475) and is listed by Said (1995:205) in the Minaean onomasticon. The *plene* spelling אביעדן is attested in the Aramaic Wadi Daliyeh papyri of the fourth century BCE (Cross 1988:23). The form ʿAbi-ʿadan “My Father/the Father has prospered, beautified” (active transitive) suggests an Aramaic derivation. On this connotation of verbal ʿ-*d-n* in Old Aramaic see *DNWSI* 830, s.v. ʿdn<sub>1</sub>, with reference to its occurrence in the Tell Fekheriye inscription, as explained by Greenfield (1984:220–21). The name of this woman’s father, אפתח (= ʿAptah) “greatly open,” presumably referring to the opening of the womb at birth (*HALAT* 406, s.v. יפתח I and II, with old West Semitic cognates in Amorite and in the El Amarna language) is widely attested in Nabatean (Negev no. 137), and is typically Arabic in its relative morphology. The grandfather’s name, מניגרס (Manigares?) is not listed by Negev, although the element מני (“to reward”) is attested as an Arabic name (Negev no. 656). The element גרס may be a variant of גרש, Greek Γερασος (Gerassa), a place name (Negev no. 258), although this is uncertain.

The vendor has a Greek first name, Archelaus (Ἀρχελαος), written ארכילס (Yadin 1962:240; Negev no. 144), but his father’s name is attested as Nabatean עבדעמנו, in Greek Αβδομανου (Negev no. 817). Alternatively, this name may be read as עבדעמיו, the component עמיו being attested in Nabatean (Negev no. 903, Αμμαιος). The name Archelaus is borne by a witness to the transaction recorded in P.Yadin 3 (line 51), but the name of the father of that Archelaus is comprised of only three letters. Presumably, the name would mean “servant of–,” a divine epithet.

Archelaus bears the title of στρατηγός (אסרתגא), a title well attested in the epitaphs of the Nabatean tomb inscriptions. The position of the στρατηγός in the Nabatean military and civil administration has recently been discussed by Graf (1994:275–79) in the context of a larger treatment of the organization of the Nabatean military. It is Graf’s view that the Nabatean military was patterned on Hellenistic models and that its structure was formed considerably before the major Nabatean engagements with Rome. The office of στρατηγός is widely attested at Palmyra, a subject discussed at length by Ingholt (1976:124–27). Very often during the late second and in the third centuries CE, two στρατηγού governed that

important city jointly. The office of στρατηγός is also known from Dura-Europos and from Tyre. It is generally acknowledged that it was a very high office of an originally military character, but which usually came to involve civil responsibilities as well. From all indications, this office was often passed on in prominent families. In his review of the epigraphic evidence, Graf (1994:276) lists more than fifteen στρατηγού ranging all over the Nabatean realm, including a στρατηγός named ʾAitibel (אִיתִיבֵל; Negev no. 77) whose son was camp commander at the Luḥit in Maḥoz ʿEglatain for thirty-six years during the reign of Aretas IV. We have no independent evidence of a στρατηγός residing in Maḥoz ʿEglatain, although such would have certainly been possible. Alternatively, Archelaus may have sought to invest in a date palm plantation in Maḥoz ʿEglatain, although he hailed from another town, or was based at a military encampment. This brings us to the phrase: מן חנה בהרִיִתֵא, which has been left untranslated. It could be taken to mean: “from the *encampment* at HDRYT,” with the last word being introduced by prefixed *beth*, and taking the word חנה to connote something like מחנה “encampment.” The form חנה, in a related meaning, is discussed in the COMMENTARY on line 8, below.

The parcel is designated גנת תמריא “a date palm plantation,” and is resumptively referred to in line 5 as: גנתא הי “that plantation.” The forms גנת-, גן- are well attested in Aramaic and in Late Biblical Hebrew (HALAT 190; DNWSI 227, s.v. gn<sub>1</sub>; Sokoloff DJPA 133).

#### Delineation of Boundaries (Lines 4–5/23–24)

The boundary formula, employing the term תחומיה “its boundaries,” has a long history, which is discussed at length in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: BOUNDARIES AND ABUTTERS, where it is explained that differing directional sequences are attested. Here, the sequence is: east, west, south, north. Several distinctive terms require comment. Usage of the term שמאל for “north,” literally, “left side; left hand,” is well known. It is attested at least once in Biblical Hebrew, in Gen 14:15: משמאל לדמשק “northward of Damascus,” and in Jewish Palestinian Aramaic (Sokoloff DJPA 571 [contrast דרום “south”]; also see HALAT 1242–43 for cognates, and DNWSI 1162, s.v. šm<sub>1</sub>). It is possible that here it is being used as an Arabic term, a substitute for the usual צפון of the Aramaic documents from Naḥal Ḥever. To the north, the property in question was bounded by swampland, Aramaic רִקְקָא. This term, more precisely indeterminate רִקְק, has recently turned up in a fourth-century BCE Aramaic ostrakon from Edom in a similarly descriptive context (Ephal and Naveh 1996:86 no. 191). It is also attested in Talmudic literature in a Hebraized form (Levy 4:471, s.v. רִקְק). To the south, the property was bounded by the king’s land. Aramaic ארע “land” often connotes parcels of land, plots, or areas. Thus below, in line 6: ארע חרִידה “an arid (plot of) land.” It was conventional in legal specifications to refer to the Nabatean king as מראנא “our lord,” as can be observed in the Nabatean tomb inscriptions (see below, in lines 13–14, and see Healey 1993:68 on H 1:8). To the east, the boundary was the road, Aramaic ארהא “the road,” cf. Hebrew ארה (Gen 49:17; Isa 33:8; DNWSI 106, s.v. rḥ<sub>2</sub>).

**Legal Formula of Ownership and an Inventory of the Purchase (Lines 5–8)**

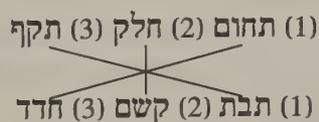
The protracted legal formula includes two components: (a) legalities and features of the document and (b) physical descriptions and features of the property. These two agendas are interspersed, which makes interpretation more difficult. Thus, the formula opens with a well-known inclusive statement: “and all that belongs to X within it.” It proceeds with a series of somewhat redundant legal specifications and then switches to itemizing what is covered by the purchase. This pattern of switching continues, first with further legalities, and then with reference to buildings and courtyards.

In the opening list of legal specifications, there are five Aramaic terms, followed by three Arabic terms that translate or match three of the preceding Aramaic terms. The Aramaic terms are: (1) Aramaic צדק (= *ṣedāq*) “entitlement.” Morphologically, it parallels חלק “share” and תקף “valid writ,” and is thus to be regarded as an Aramaic usage notwithstanding the fact that various forms of the same verbal root, *ṣ-d-q*, are used in Arabic, and actually occur in the Naḥal Ḥever papyri themselves. An example is the form אצדק (= *ʿaṣdaq*) “rightful heir, entitled person,” (see the COMMENTARY on P.Yadin 7:21), as well as תצדיק “authorization” (see below, in line 12 and cf. Levine 1974:135–37, on the connotations of the root *ṣ-d-q*). (2) Aramaic/Late Hebrew רשו “jurisdiction,” construct: רשות. In various forms, verbal and nominal, the verbal root *r-š-y* “to have authority, jurisdiction” figures in all three groups of Semitic papyri from Naḥal Ḥever—Hebrew, Aramaic, and Nabatean-Aramaic—simply because it is integral to the definition of ownership (see below, in the COMMENTARY on lines 15–16). Closest in meaning to the present occurrence is usage in the Hebrew legal texts. Thus, P.Yadin 44:7–8: ות[כל רשותם] והמשוכים וחירות שנקרה המקום “The site that is called the Ḥirot and the Mashokim, [and] all of their jurisdictional limits” (see the COMMENTARY on P.Yadin 44:8). Here, usage seems to be abstract, referring to the rights of an owner, but the fact that רשו is listed alongside תחום “boundary,” and other spatial terms, lends to it a spatial connotation, as well (cf. below, in the COMMENTARY on lines 15–16, and in the COMMENTARY on P.Yadin 7:15–16). (3) Aramaic/Late Hebrew תחום “boundary.” This term is explained in the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: BOUNDARIES AND ABUTTERS as part of the discussion of the boundary formulary, and it has already occurred above, in line 4. (4) Aramaic חלק (= *ḥalāq*, cf. Hebrew חלק = *ḥēleq*) “share, portion.” This term has now turned up in the Aramaic ostraca from Edom dated to the fourth century BCE (Ephal and Naveh 1996:86 nos. 189, 193). Closer to home, it is frequent in the Nabatean tomb inscriptions where it means “share, estate, territorial rights” (Healey 1993:95 on H 4:6–7): חלק דנה בכפרא “that he may not have in this tomb any share.” Healey (1993:99 on H 4:7) cites biblical usage in Deut 10:9: חלק ונחלה “Levi had no share or estate” (further, see Healey 1993:258 Glossary, s.v. *ḥlq*, and Greenfield 1974:71–72). (5) Aramaic תקף (= *teqāp*) “valid writ.” In legal contexts, “strength, force” connotes “validity.” This form is most likely short for כתב תקף, which is found in the Nabatean tomb inscriptions (H 3:3–5; Healey 1993:86): ולא רשי אנוש למכתב בכפרא דנה תקף כלה “And no person has the authority to write for this tomb any (deed) of entitlement.” Healey (1993:90

on H 3:4–5) refers to Assyrian *dannatu* “valid tablet” (*CAD D* 90–91, s.v. *danānu*, meaning 8, and see Greenfield 1974:73–74). Muffs (1969:193 n. 4) regards תקף as an actual loan-translation from the Assyrian.

The three Arabic terms that follow are: (1) תבת (*tābit*) “sound, firm” (Lane 42, col. 3). This Arabic term clearly translates Aramaic תקף, and has a long history in the Arabic legal tradition. Khan cites a recurring statement in Arabic legal documents: *širā’an tābit ṣaḥīḥ lā šarṭ* “As a purchase that is sound and valid, without condition” (see Khan 1993:32, and n. 96; 1994:208). (2) קשם (*qismun*) “share, part” (Lane Supplement 2988). This known Arabic word translates Aramaic חלק. (3) A term read either as חרר (cf. *ḥarrun* “freed, clear” [Lane 538, col. 2]), or as חדר (*ḥaddun*) “border” (Lane 528, col. 2). In either case, gemination in the Nabatean script indicates the *shadda* of Arabic script (see GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.I.d.iii). Read as Arabic *ḥarr*, this term would translate Aramaic צדק “entitlement,” or possibly רשו “jurisdiction.” It is cognate with Aramaic and Hebrew expressions such as חרורי “freed slaves” (*m. Qidd.* 4:1), and the Shaph‘el שחרר “to release, manumit.” In fact, it is cognate with the abstract Hebrew/Aramaic noun חרות “liberation,” occurring in deeds of the Bar-Kokhba period. Both in Arabic and in Aramaic/Late Hebrew, this root usually refers to freed persons, not to land. See Lane 538–40, s.v. *ḥr[r]*; and Biella 1982:191–92, s.v. *ḥrr* II, for Old South Arabic *ḥrr(m)* “freemen.” Also see Mur 25:1 לחרות ירושלם “of the liberation of Jerusalem” (Milik 1961:122). Notwithstanding the need to extend the connotation to land, this derivation is preferable to taking חרר as an Aramaic term meaning “contest,” from a root *ḥ-r-r* “to be heated, hostile” (also occurring in Arabic). Thus, the Aramaic idiom: מן כל חרר ותגר “from all contest and claim,” known from the Hebrew legal papyri from Naḥal Ḥever (P.Yadin 45:27–28; 46:10) and from contemporary Jewish Aramaic papyri, does not work as well here (see, as examples, XHev/Se 50+Mur 26, line 20 [Yardeni 1997:127]; XHev/Se 9:9 [*ibid.*, 40]; Broshi and Qimron 1986:206, line 7). The reason is that this clause lists affirmative rights of ownership and differs from the defension clause, which speaks of possible challenges to those rights.

Having explored the reading חרר as far as the evidence allows, so as not to be unaware of its possibilities, we may offer a much simpler alternative reading: חדר (*ḥaddun*) “border” in which case this term would precisely translate Aramaic תחום (G. Khan by private communication). This reading is preferable and would, in fact, produce a chiasmic symmetry between the Aramaic and the Arabic:



It is worth noting the manner of proliferating legalities in the Nabatean papyri. In the Jewish papyri, additional, redundant terms of reference were gleaned from the Jewish tradition to

create an impression of all-inclusiveness, whereas in the Nabatean papyri fairly synonymous Arabic terms were added to create the same effect (Levine 2000a:844–46).

It would appear that as **line 6** continues, the document turns to physical features of the parcel under discussion, but it is uncertain how long it stays on this course. We read that the property includes sycamores and date palms and all sorts of trees, as well as wood, and that it contains arid areas. In the midst of all this, we read of **גן ונבע**, which is most simply taken to mean “garden and spring” in the collective sense, thus comprising another of the property’s features. Although the precise form **נבע** is not attested in Hebrew or Aramaic in the sense of “spring,” the root *n-b-ʿ* “to flow” is widely attested, including the nominal form **מבוע** “spring” (HALAT 628; Sokoloff DJPA 340; Lane Supplement 3027). As for **גן**, it is well known, although the feminine form is usually encountered in these documents. On this basis, the damaged section following **גן ונבע** would be taken to mean “and ... and as above,” reading **ועלאכי** as Aramaic. For this latter word, two constructions are possible: (1) **על + אכי**, wherein the element **אכי** represents a variant of **הכי** (cf. **אכין/הכין**) “so, in this way” (Sokoloff DJPA 165). (2) **כי + עלא** “as above, the same.” In P.Yadin 7:4, we encounter in a similar position the Aramaic idiom **ושאר כל מנדעם** “and the rest of everything, whatever.” This idiom consistently occurs at the end of a series, and functionally means: “*et cetera*.”

It has been suggested that this part of line 6 reverts to citing legalities and features of the document itself and that we should translate: “and concealed and open (document), and ... and public,” reading **ועלאני**, an Arabic form, instead of **ועלאכי**, and taking **גן ונבע** as Arabic forms as well. This alternative rendering projects a repeated contrast between the covered and exposed parts of a double document like P.Yadin 2 (and P.Yadin 3). Thus, as described in Jer 32:14: “and I took this deed of purchase and the sealed part, and this exposed document (**ואת החתום ואת ספר הגלוי הזה**).” To arrive at this translation requires deriving the form **גן** from an Arabic root *jinna*, II-form, “to conceal,” yielding a noun *jinnun* “concealment” (Lane 462, col. 2). The simple passive *janīnun* “anything veiled, concealed” (geminate) is also possible (Lane 463). The problem is that both the II-form with *shadda* and the geminated form would, according to Nabatean-Aramaic orthographic practice, require doubling the *nun*, and this is not indicated (see GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.I.d.iii). As for the given form **נבע**, this alternative translation would derive it from Arabic *nabaġa* “to appear” (Dozy 2:644). We would have to posit a II-form passive, *nubbaġa* “overt, open,” and the doubling to represent the *shadda* is not indicated. There is also the fact that Lane lists *nabaʿa* but does not list a form with *ġain*, although the latter may be, in any event, an outgrowth of the former given the closeness of meaning. In contrast, there is no problem in reading **ועלאני** and in identifying it as an Arabic form, *ʿalaʿaniyatun* “something public” (Lane 2142, col. 2). This rendering could be sustained however we understood **גן ונבע**.

Further on in **line 6**, we read: **ועצ-יה רטיבה ויבישה**, wherein the correct form **עצה** (as in line 26) is miswritten as **עציה**. The same form, the Hebrew collective **עצה** “trees,” is attested once in Jer 6:6: **כרתו עצה ושפכו על ירושלם סללה** “Cut down the trees and lay down a siege ramp

against Jerusalem.” The immediate context favors a meaning like “wood,” either רטיבה “wet,” in contrast to יבישה “dry.” It would be strange, however, to find such a rare Hebrew form in a Nabatean-Aramaic document, and so it has been assumed that the form עצה is either Aramaic or Arabic. The problem is that Aramaic *ṣade*, in most phases of the language, realizes Proto-Semitic *ṣade*, and not Proto-Semitic (and Arabic) *ḏad*. It is the *ḏad*, however, that is reflected in Hebrew עץ and realized in Aramaic as אע, עא, עק “tree, wood.” Therefore, עצה, if it is an Aramaic form, would presumably be unrelated to Hebrew עץ “wood, tree.” If עצה is taken as an Arabic word transcribed into the Aramaic short alphabet, however, its realization with Aramaic *ṣade* is explicable. Gruendler (1993:68–70) explains Diem’s rule that “Arabic sounds not represented in the Aramaic alphabet were written by the graphemes of their phonological cognates” (see the GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.I.d). On this basis, the grapheme that denoted Proto-Semitic *ḏad* in Imperial Aramaic would be *ayin* (in Old Aramaic *qoph*). It turns out, however, that in the case of the *ḏad* we have a single exception to what is known as Diem’s “etymological principle.” For a variety of reasons, *ṣade* was preferred over *ayin* to represent Proto-Semitic *ḏad* in the Nabatean-Aramaic script, so that a form like Arabic *‘iḏa’un* “tree(s)” (Lane 2076) would be realized in Nabatean-Aramaic script with a *ṣade*. It should also be mentioned that graphically, the *ḏad* was distinguished from the *ṣad* in the Arabic cursive only by a point above the center of the loop, and that the separation of the two graphemes is a late development relative to Nabatean. So it is that the present form עצה could be, after all, cognate with Hebrew עץ, עצה and the Aramaic forms with *ayin*.

In the Aramaic combination ארע חררה “arid land,” the component חררה expresses the root *ḥ-r-r* “to be heated,” and recalls Biblical Hebrew usage in Jer 17:6: ושכן חררים במדבר “and he will dwell in the arid zones of the desert.” Idiomatic כדי כנה literally means: “as is in it; as much as there is in it.” **Line 6** closes with a further reference to water rights (see above, in line 3), and **line 7** begins by mentioning water located on the property, or running through it. There follows a gap in which reference may be to further physical features. The statement then takes up additional legal rights. The Aramaic absolute form שותפו (Late Hebrew construct: שותפות “partnership [rights]”) also occurs in contemporary Aramaic papyri (XHev/Se 32+4Q347, line 6) and in the Hebrew legal papyri from Naḥal Ḥever (P.Yadin 45:9). See the COMMENTARY on P.Yadin 1:28 and on 45:9.

It is of interest that the Biblical Hebrew term נחלה “estate, estate rights” occurs here in a Nabatean text, but does not occur in the parallel delineation of ownership rights in P.Yadin 7, a Jewish deed in Aramaic (Levine 2000a:842–43). Common to P.Yadin 7 (and both P.Yadin 2 and 3) is, however, the infinitive ולמנהל “to inherit,” which occurs in the conventional statement of ownership rights (see below, in line 9). The interpretation of this infinitival form as the simple stem (= “to inherit”), and not as the Aph’el causative (= “to bequeath”), is discussed in the COMMENTARY on P.Yadin 7:17.

Reverting to physical descriptions, we read of courtyards. The Nabatean-Aramaic reads either דרתהוא, the indeterminate feminine plural of the normally determinate singular דרון,

“courtyard,” or masculine plural  $\text{דְּרִינִין}$ , as below, in line 12, in the sequence:  $\text{בְּתִין וּדְרִינִין}$  “houses and courtyards.” P.Yadin 7:13 has the determinate feminine plural form:  $\text{דְּרִתָּא וּבְתִיא}$  “the houses and the courtyards.” The singular form, written  $\text{דְּרִתָּה}$ , occurs, e.g., in an Aramaic deed from Kefar Baru dated to year three of the Bar-Kokhba period (line 4), and the singular construct form occurs twice in the same document—in the composite term  $\text{דְּרִתָּה בֵּית קוֹרָה}$  “the courtyard of the beamed house” (line 2) and  $\text{דְּרִתָּה בֵּית מְנוּ רֵבְתָה}$  “the courtyard of the house of Manu, the large one” (line 4) (Broshi and Qimron 1986:203, 206). If taken as the masculine plural, this form may be explained as having been influenced by the masculine plural  $\text{בְּתִין}$ . It was necessary to stipulate that the courtyards were included in the purchase, since, as Cotton (1996a) has shown from the Greek papyri, courtyards were often owned and registered independently. Such stipulations represent ancient conventions in Near Eastern documents.

In line 7, in the large gap after the word  $\text{וּמִיַּן}$  “and water,” no sense can be made of the letters restored (see the EPIGRAPHIC NOTES to lines 7–8). In lines 7–8 we encounter two conventional merisms. The first is  $\text{וְכָל מִנְדַעַם זְעִיר וְשִׁנְיָא}$  “and everything (whatsoever), small and la[rg]e.” A similar cliché occurs in medieval Arabic: *wakull qalil wakatir* “and everything, small and large,” and variations of the same (see Khan 1993:48). This Semitic idiom is expressed in the Greek papyrus P.Yadin 5 frag. a, col. 1, lines 11–12 as:  $\epsilon\kappa\ \pi\alpha\nu\tau\omicron\varsigma\ \tau\rho\acute{o}\pi\omicron\upsilon\ \mu\epsilon\iota\kappa\rho\upsilon\ \kappa\alpha\iota\ \mu\epsilon\gamma\acute{\alpha}\lambda\omicron\upsilon$  “in every manner (of thing), small or large” (Lewis 1989:37; cf. *ibid.*, 15). The same merism is expressed in Akkadian as *šihir (u) rabi* “the youngest and the oldest” = “the small and the large” (CAD § 184, s.v. *šihru*, meaning 2c); in the synagogue inscription from Jericho dating from the Byzantine Period  $\text{רַבִּיָּה וְזַעוּרִיָּה}$  “the elder and the younger” (Naveh 1978:104 no. 69:2); and in Biblical Hebrew as  $\text{לְמִקְטָן וְעַד גְּדוֹל}$  “from young to old” = “from small to large” (Gen 19:11; Deut 1:17; 1 Sam 30:19; 2 Kgs 23:2; Jer 42:8).

In the second merism, idiomatic  $\text{שֶׁמֶשׁ וְחַנָּה טָלֵל}$  “sunny (areas) and where shade falls,” the form  $\text{חַנָּה}$  is taken as a participle (*weḥānēh*): “encamping, setting (down).” In Biblical usage, the cognate Hebrew verb *ḥ-n-h* is used to describe the setting of the sun in Jud 19:9:  $\text{נָא חַנָּה הַיּוֹם ... הַנְּהַ חַנּוֹת הַיּוֹם}$  “Behold, the day has waned toward the entry [of the sun] ... behold the setting of the day.” Above, in line 4, it was suggested that the same form,  $\text{חַנָּה}$ , might designate a military encampment, and therefore here, as well, it could designate some sort of structure that shaded an area from the sun. In an Aramaic testament of manumission from Elephantine (TAD B3.6:8–9 [Segal 47]) the freed slave woman is addressed as follows:  $\text{וְאַנְתִּי שְׁבִיקָה מִן טָלָא לְסַמְשָׂא}$  “and you are released from the shade to the sun.” This is a way of saying “everywhere,” as indicated a line later in that text where the same thought is put another way:  $\text{וְאַנְתִּי שְׁבִיקָה לְאַלְהָא}$  “and you are released to (the care of) God.” Here, too, contrasting sun and shade is a way of including the entire parcel in the purchase.

#### **Acknowledgment of Receipt of Payment in Full and a Statement of Conveyance (Lines 8–10)**

As is normal, this deed registers prices in silver, whereas it is known that at the time Hebrew/Aramaic  $\text{כֶּסֶף}$  functionally meant “sum, currency, money,” and did not necessarily

refer to silver ingots. Currency payments were most often made in coins, which either had some silver content, normally much less than 50%, or in bronze coins (see below).

The price paid for the property is listed according to a conventional formula: “silver: sela’s + number,” as here: “*silver*, sela’s one hundred twelve.” On the value of the sela (= סלע) recorded in documents preceding and subsequent to the Roman annexation of Arabian Nabatea in 106 CE, see the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: CURRENCY and also Yardeni 1997:15 and n. 13. The word following the price is best read פּרס, and is explained in the COMMENTARY on P.Yadin 1:15.

The acknowledgment of payment received is then stated formulaically: כספא דנה ... מטה עלי, literally: “This silver ... has reached me” (see P.Yadin 9:5). In the Elephantine legal papyri this is expressed as: על עלי literally: “entered into me,” employing the Aramaic verb *‘-l-l* “to enter.” In Biblical Hebrew the idiom is: בא אל “entered into-.” Cf. Gen 43:23: כספכם בא אלי “Your silver has been received by me.” Also cf. Num 32:19: כי באה לנו נחלתנו “For we have received our allotted territory (across the Jordan to the east)” (Muffs 1969:51–52).

The statement of acknowledgment continues, but its formulation is problematic because of a gap. We would expect: שי חרץ דמין גמרין “the fixed (sale) price, fully paid in funds,” but standing between דמין and גמרין is a word of which only the last letter, *nun*, is legible. The basic formula can be explained quite clearly. The form שי is abbreviated from שים, or from a predicated Aramaized form שיו (which could reflect a phonetic shift from *mem* to *waw*), constituting the Babylonian formula *šim ḥarīṣ* “fixed price.” The same formula, written as שחרץ, occurs regularly in the Aramaic papyri from Wadi Daliyeh of the fourth century BCE: שחרץ דמין גמרין “at fixed price, the full price” (WDSP 1:3 *et passim*; see Gropp 1986:15–17). Also cf. *CAD Š* 3:20–30, s.v. *šīmu* “price,” especially 28, meaning 1g 3’, s.v. *šim ḥarīṣ* “fixed price”; and *CAD H* 103, s.v. *ḥarīṣu*, adj. “exact,” as in: *ana ŠĀM ḥa-ri-iṣ* “at a fixed price.” Muffs (1969:100–1) provides extensive notes on Neo-Assyrian *šim gamir* and Neo-Babylonian *šīmu gamrūtu* “full price” (cf. *CAD Š* 3:26–27), and related forms. Gropp regards the specific combination of legal terms at Wadi Daliyeh as original with the Aramaic scribes. The Naḥal Ḥever scribes apparently went even further in adapting traditional legal formulae.

Considering that the acknowledgment of payment is followed directly by a declaration of conveyance, it would be best to phrase line 9 as follows: שי חרץ דמין “the fixed price in funds.” This is perhaps followed by a line of adjectives: גמרין בשלין חלטין לעלמין “final, mature and irretrievable forever.” This interpretation remains uncertain, however. The next two adjectives follow smoothly. Adjectival בשלין “ripe” could reasonably be translated “mature, full,” and nuanced to apply to funds, although such a usage would be novel. Adjectival חלטין (= *ḥalūṭîn*) “irretrievable, beyond reclaim” recalls Targumic Aramaic חלוטין, which translates the Hebrew לצממת “beyond reclaim” in Lev 25:23 (Levine 1989:174). It may be somewhat whimsical, but there is a verb, *ḥ-l-ṭ*, that means “to mix drink, to steep”; hence: “brewed” (*DNWSI* 374, s.v. *ḥlṭ*<sub>2</sub>; *Levy* 2:56; *HALAT* 305, s.v. חלט). On this basis, the funds would be “ripe and brewed.” The former interpretation is obviously better grounded.

There then follows the delineation of the rights that come with ownership, closely

paralleling the similar clause in P.Yadin 7:17. The present order differs slightly in one of its infinitival forms, and what is more, additional rights are tacked on. The key infinitives למנחל “to acquire, inherit” (in the simple stem!), most probably of early West Semitic derivation, and למרהן “to use as pledge,” clearly based on an Arabic verb, are explained and discussed in the COMMENTARY on P.Yadin 7:17, based on seminal studies by Yadin and Greenfield (also see Levine 2000a:841–43). Infinitival למנתן “to grant as gift” is well attested, and the Pa<sup>c</sup>el infinitival forms: לזבנה, למזבנה “to sell” are also employed in certain texts. The statement of ownership rights concludes by expressing, in the traditional Aramaic formulation, the freedom of the new owner to do with his purchases as he pleases, henceforth and forever.

### The Defension Clause and Its Corollaries (Lines 10–13)

Defension clauses are a common feature of the legal documents—Hebrew, Aramaic, and Nabatean-Aramaic—from Naḥal Ḥever, and distinctive features have been noted as they occur. The defension clauses in the Nabatean documents reflect the Aramaic common law tradition, so that, as an example, the present formulation overlaps to a great extent with that of P.Yadin 7, with some differences in sequence and vocabulary. The opening formula: די לא “that (this transaction) not be subject to lawsuit, or contest, or oath” is, in its several versions, part of the common tradition (see the COMMENTARY on P.Yadin 7:21). It is followed by a statement in the first person: ודי אצפא אנה אביעדן דא זבניא אלה מן כל אנוש “and that I, this (same) <sup>ʿ</sup>Abi-<sup>c</sup>adan, will clear these purchases from anyone.” The Aramaic Pa<sup>c</sup>el of the verb *ṣ-p-y*, written with *aleph*, reflects the Arabic verb *ṣafawa* “to be, become pure” (Lane 1703–4). Whereas the Aramaized form is decidedly Pa<sup>c</sup>el, it is not certain which form in Arabic would best convey the sense of “clearing” someone or something, because usage in Arabic seems to be different. Several forms ranging from II to VIII are possible. The present statement may be compared with the Aramaic subscription of P.Yadin 20, a Greek guardianship document from 130 CE, which reads in part: די אעבד ואצפא כל די על כתב “that I will act and clear (= act to clear) the title (according to) all that is written above” (Yadin and Greenfield 1989:145; Greenfield 1992b:18–21). As noted by Greenfield, Aramaic אצפא is parallel with Greek καθαροποιέω “I will clear.” In fact, Lewis (1989:16) regards usage of Greek καθαροποιεῖν to be a Semitism, a translation of the Aramaic verb *ṣ-p-y*. This expression of clearance also occurs in P.Yadin 3:35; in P.Avroman 1 (first century BCE) and in P.Dura 25 and 26 (180 and 227 CE), but, according to Lewis, does not turn up in the Greek papyri from Egypt before the sixth century CE. The next verb encountered is the simple Aramaic form ואשבק “and I will free up, leave unencumbered,” which is written אשבוק in P.Yadin 7:22, and is part of the Aramaic tradition (see the COMMENTARY on P.Yadin 7:16). One “leaves” property “to, for, in the presence of” another. The merism רחיק וקרוב “distant or near” is frequent in Aramaic documents. The ambiguity as to whether it connotes physical presence vs. distance, or family relationship vs. arm’s length transactions, is discussed in the COMMENTARY on P.Yadin 7:23.

So much for the parcel of land itself. At this point, the vendor addresses the purchaser and

guarantees his immunity from any acts on his own part, or by a third party against the houses and courtyards that are included in the purchase. There are some gaps, and not all the terms of reference yield a certain meaning, but the overall sense can be retrieved. Adverbial וכות functions as a connective: “and as well.” The purchaser is declared to be דכי “pure, clear.” The synonym that follows, whatever it was, is poorly preserved, and the word occurring below, in line 16 in the same formula, although intact, has not been deciphered. The same is also true of the parallel in P.Yadin 3:37.

There is then further reference to claims, using the Aramaic verb *b-ʿ-y* “to seek, demand:” די אבעא ויתבעא בשמי עליך “that I may claim, or that may be claimed in my name against you.” These assurances pertain to “houses and courtyards” (בתין ודרין). A further stipulation perhaps concerns courtyards that were not attached to houses but surrounded by hedges, or trees, if the suggested translation is correct (see below). Here, the purchaser is declared to be clear of such claims, and such clearance and protection are expressed by a series of four terms. The first two are clearly Arabic and the fourth Aramaic, but the third, although better understood as Aramaic, may possibly be taken as Arabic. (1) חלץ (*ḥalāṣun*) “clearance, requittal.” The pre-Islamic provenance of this term has been noted by Frantz-Murphy (1985:110–12) and Greenfield (1992b:21), and is discussed at length by Khan (1994:210, 214–22). Khan cites usage of the term *ḥalāṣun* “clearance, requital” (Lane 786, col. 2) in an early Islamic legal formula. He cites the following in the names of ʿAbū Ḥanīfa (d. 767) and ʿAbū Yūsuf Yaʿqūb (d. 798): “Should a claim (*darak*) be made against So-and-So, son of So-and-So, it is the duty of So-and-So, son of So-and-So to clear that (*ḥalāṣ dalika*) or to return the price (*radd al-taman*).” (2) תעין (*taʿyīnun*) “specification,” literally, what one specifically sees with his eye (Lane 2213–14, s.v. *ʿayyana*, II-form). (3) עדי “agreements.” On the possible meanings and derivations of this term, see the COMMENTARY on P.Yadin 1:18–20. (4) מותו “oath.” This form is perhaps a variant of מומא “oath” appearing above in line 10, where its derivation and relation to the base form with determination, מומתא, is explained. *M. Ned.* 1:2 attests the form מותא, a contraction of the same מו(מ)תא “oath.” Such a meaning would fit the immediate context, but would require us to conclude that two variant forms of the same term occurred in the same document. The overall sense is that the purchaser is guaranteed protection from all claims.

There is then a gap in the continuation of the provisional clause, but it can be restored as: די עד יתבעה בהגין ו... “which may still be claimed ... and ...” In the parallel clause in P.Yadin 3:14, the reading seems to be: בהגין ודריון, so that wherever this pair occurs, it should be restored accordingly (see the EPIGRAPHIC NOTES). Assuming דריון to mean “courtyards,” as it does earlier in line 12, we would expect הגין to refer to a space, or physical structure. The meaning of plural הגין remains uncertain, however. Rabbinic sources attest a noun היגא (also written חגא, and אגתא) “thorn, thorn bush.” The plural is attested as היגים and היגי (Kohut 1878–92 3:177, 344). This term often appears alongside אטד “thornbush,” and some have classified such thornbushes as trees. It is equated with Hebrew נעצוץ “thornbush” (Isa 7:19; 55:13). The Aruch cites a comment from *y. Roš. Haš. 2:2* (58a):

“And we used to consider the date palms of Babylonia as being no more than so many thornbushes!” If this explanation is correct, it would mean that the deed protected the purchaser from claims against two types of courtyards, those attached to houses and those unattached and surrounded by hedges or thornbushes. Admittedly, this interpretation is highly speculative. Arabic attests a verb *hajana* “to be incorrect or faulty; to deceive,” and the form *hajinun* would accordingly mean “low, base,” referring to ungrounded claims (Dozy 2:756).

The clause continues with the statement that there is agreement on exchange and profits, with the notion of agreement or consent being conveyed by the noun form תצדיק = Arabic *taṣḏīq*, from the verb *ṣ-d-q* “to be truthful, to assent”; hence: “consent, agreement” (Lane 1666–69, meanings 1 and 5; Wehr 1971:594). The second term is Aramaic/Late Hebrew חליפין, a form attested in Jewish legal sources in the sense of “exchange rates/goods” (*m. Qidd.* 1:6; *m. Bek.* 2:8; Sokoloff *DJPA* 203; Levy 2:62). The verb *ḥ-l-p* frequently connotes various types of exchange, as is true of the Arabic cognate verb *ḥalafa* (Lane 791–99). Two possible interpretations present themselves here: either the exchange involved replacing the property with a payment computed according to value, or it involved the replacement of the deed itself; in other words, the preparation of a new document. There are provisions for such “exchange” in many earlier and contemporary Aramaic documents (see WDSP 7:14 [Gropp 1986:114–15]; XḤev/Se 8:7 [Yardeni 1997:27]; XḤev/Se 50+Mur 26, lines 21–22 [*ibid.*, 127]). The former explanation is more probable because the next term encountered is מענמין, reflecting an Arabic verb *ḡanima* “to gain, acquire” (Lane 2300–1). The form מענמין would represent a plural noun, realized with the Aramaic plural suffix. Note the Arabic feminine noun forms with preformative *mem*: *maḡnamatun*, also *muḡannamatun* “numerous (sheep or goats).” The sense is that the purchaser is entitled to all profits that may accrue from the conveyed property. An unintelligible text then follows, after which we read the remainder of the general clause guaranteeing the usual rights of ownership: זבנין זבראון כחליקת זבניא “regarding purchases and clearances, as is customary for purchases and clearances as is written.” The form בראוןא is a plural noun derived from the Arabic verb *bariya*, II-form (= *barraʿa*) “to clear” (see the COMMENTARY on P.Yadin 7:22, and Greenfield 1992b:17–18). Adverbial כחליקת (*k* + feminine construct) expresses Arabic *ḥaliqatun* “manner, nature” and adjectival *ḥaliq* “suitable, appropriate” (Lane 801–2) and is frequent in Nabatean inscriptions (see Healey 1993:72 on H 1:3). Of interest is P.Yadin 7:24: זבנין זבניא כחליקת זבניא ובראוןא די מתכתבין “as is customary for gifts and clearances, as these are written.” This is an alternative way of saying כנומוס (Greek νομός) “as is the custom,” appearing in Aramaic and Hebrew documents (see the COMMENTARY on P.Yadin 46:5–8).

#### Interim Payments to the Nabatean King (Lines 13–14)

One assumes that there would normally be a time-lapse of less than a year until the annual taxes would be collected, at which time the property in question would be registered to the new owner. It was required, therefore, to arrange for the vendor and the new owner to split,

## P.Yadin 2 AND 3: TWO SALE CONTRACTS

or pro-rate the leasing tax payable to the king for the interim period of some months, after which the new owner would assume this obligation (Cotton 1997b:256). More is known about taxation in the provinces following the Roman annexation of 22 March 106 CE, but it would appear that the same process obtained under the Nabatean kings, namely, that registration occurred when the taxes were paid (Isaac 1994). That this deed is referring to fixed taxes or fees, and not rent, is implied by the fact that the amount of ten se'ahs is the amount required in both P.Yadin 2 and P.Yadin 3, notwithstanding the difference in price and expected difference in yield. The language of the relevant passages makes this clear.

The act of “dividing” is conveyed by the verb פלקת “she split,” which realizes the 3fs. perfect of Arabic *falaqa* “to split, divide” (Lane 2441–43), cognate with Aramaic *p-l-g*. The term אכרי “rent, leasing fee” has been explained in the COMMENTARY on P.Yadin 1:16.

Idiomatic כות means: “like, as well.” Cf. the Nabatean tomb inscriptions, H 1:8 (= CIS II no. 199): ולמראנא חרתת מלכא כות “and to our lord Aretas, the king, in the same manner” (Healey 1993:68; Sokoloff *DJPA* 253, s.v. כות). Such payments are referred to as “the share” (חלק) of the king and constituted a form of taxation probably payable in kind. It is necessary to repeat that the amount of the payment seems to be unaffected by the price, since in P.Yadin 3:15, the payment to the king is also ten se'ah's, even though the price paid for the property was considerably higher. For this reason, it is better to translate כות as indicating the customary manner, or accepted duty rather than as indicating an identical amount (see the COMMENTARY on P.Yadin 8:9b). The antecedent of the particle בה “in it” is לשנתא “for the year,” namely, the leasing fee for the year.

There then follows a clause stipulating that at the end of the tax year, the plantation would be registered in the name of the new owner, the purchaser, Archelaus. The verb “to be registered” is Aramaic תתמנא (the antecedent is feminine גנתא “plantation”), the Ithpe'el form of the common Semitic verb, most characteristic of Aramaic, namely, *m-n-y* “to count, measure.” More difficult to define in the present clause is the particular significance of the term אסר “binding agreement,” already encountered in the Hebrew and Aramaic papyri from Naḥal Ḥever, and discussed at great length in the COMMENTARY on P.Yadin 44:16. In P.Yadin 7:28/62, the formula is as follows: “With respect to this, (and) in consideration thereof, I have given you this gift, on the binding agreement that (על אסר די) you (continue to) be my wife as (was so) previously.” Here, we are given to understand that the present document would be followed by “a new edict/binding agreement” (אסר חדת) to be issued at the end of the tax year, confirming on the part of the royal administration the purchase by Archelaus. The same provision occurs in P.Yadin 3:15/42.

### **A Provision Penalizing Unauthorized Alterations in the Present Contract (Lines 14–16)**

If the vendor, ḲAbi-ʿadan, alters any of the terms of the contract she is liable for the entire price of the purchase, including the payment to the king, and she continues to bear responsibility for clearance of all claims. The present formulation adds the words: ועראין לא ברשא “and (concerning) claims (that) are without authorization” (the relative pronoun is

missing). Since this formula is peculiar to the Nabatean documents, an Arabic derivation for ערארין would be reasonable. Perhaps Arabic *ǧarr* “to be deceptive” would fit the context, the sense being that acts of deception are not to be tolerated. The translation “deceptions, deficiencies” is supported by meanings attested for the Arabic root *ǧarr* (Lane 2237–40) “to deceive.” One geminated form especially suggests itself: *ǧirārun* “deficiency, imperfect performance” (Lane 2239, col. 1). Given the frequency of geminated realizations of this verbal root in Arabic, any one of several meanings would suit our present context (also cf. P.Yadin 4:18). An alternative would be to take this word as the reduplicative form ערער “objection, complaint” with the second *ayin* having dissimilated to *aleph*: ערערין → ערארין. Cf. Hebrew/Aramaic ערר “grievance, contest.” For Talmudic usage see Sokoloff *DJPA* 420, s.v. 3# ערער; *ibid.* 421, s.v. ערר. Idiomatic: לא ברשא “unauthorized, without permission” expresses the root *r-š-y* “to have authority” (Sokoloff *DJPA* 530; and see above, the COMMENTARY on line 5 as well as on P.Yadin 3:14 and on P.Yadin 44:8, 24). The reduplicative כלכל “everything” is probably meant to be all-inclusive.

#### A Final Statement of Unencumbered Ownership (Lines 16/40–41)

The new owner, Archelaus, and his sons after him, and any other person in possession of the deed, is declared empowered and clear. Adjectival שליט “having authority, empowered” is a widespread Aramaic usage (*DNWSI* 1142–43; Sokoloff *DJPA* 552–53). A similar formula to the one here occurs in XHēv/Se 9:6–7 (Yardeni 1997:40), likewise in a deed of sale. Restored מל[מי]ה is explained in the COMMENTARY on P.Yadin 1:43–44.

#### The Legal Force of the Witnesses’ Signatures (Lines 17/42)

The deed ends with a clause, perhaps relating to the signatures of the witnesses; the same clause occurs in a number of other Nabatean-Aramaic legal documents (cf. P.Yadin 1, 3, and 4). Its meaning is uncertain, however, and depends on how the form מתנו is derived. Two alternative translations have therefore been provided to the reader:

(1) The given form may be derived from the root *t-n-y/t-n-* “to make a condition” which is well attested in Aramaic/Late Hebrew, often in the noun form תנאי, תניי “condition, permission, authorization” (Levy 4:654; Sokoloff *DJPA* 586). If we read מתנו, with a *waw*, we have a variant form of the Aph<sup>el</sup> plural participle: [מתנין] “They impose a condition.” This variant, with *waw* instead of *yod* in the mpl. participle, is attested in Jewish Babylonian Aramaic (Epstein 1960:49, s.v. Aph<sup>el</sup>, mpl. participle). No parallels to such a participle, however, are found in the Judean Desert documentary texts. For usage, cf. *m. Ketub.* 9:1: כל המתנה על מה שכתוב בתורה “Anyone who imposes conditions on what is written in the Torah.” Even closer to home, *CIS* II no. 350, a Nabatean-Aramaic sepulchral inscription from Arabia (Yardeni 2000c:A:319), attests the form תנא “condition, authorization” in its concluding clause:

ולא יתקבר בקברא דנה אנוש כלה להן מן די כתיב לה תנא מקבר בשטרי חרמיא אנו עד עלם

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No person at all may be buried in this sepulcher except the one for whom authorization of burial is written in these deeds of consecration, forever.

From a much earlier period, in the Aramaic docket of a cuneiform inventory we read in Paleo-script: תנא זי לבנן “authorized (quota) of bricks” (*CIS* II no. 69; see *DNWSI* 1222, s.v. **tn**). A *mem*-preformative construction, מתנא “condition, encumbrance,” may occur in P.Yadin 3, unless it means “gift” in that passage (see the COMMENTARY on P.Yadin 3:16/43). Hence: “And none shall/may impose conditions on anything (to which) the witnesses have affixed their signatures.”

(2) The given form may be derived from a root *m-t-n* “to await,” attested only in the Hiph<sup>l</sup>/Haph<sup>el</sup>, *hamtēn*, bearing the sense: “to await, wait for something” (Sokoloff *DJPA* 337; Levy 3:297–98, s.v. מתן II). To derive the form מתנו from the root *m-t-n*, this form would have to be read as a Pa<sup>el</sup> 3mpl. perfect with causative force: *mattēnu* “they delayed,” which is possible. On that basis we would translate: “None has delayed/may delay anything (to which) the witnesses have affixed their signatures” (for a variant formula, see P.Yadin 3:48). The reading and interpretation of the second half of this line, however, are conjectural.

### VERSO: The Signatures (Lines 43–49)

See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES. The formula כתבידה indicates that the witness signed on his own behalf (see the GENERAL INTRODUCTION: FORMAL FEATURES OF THE POPYRI: SUBSCRIPTIONS AND WITNESSING). The component אלהי (= *ilāhi*) “of God” is frequent in Nabatean personal names (cf. P.Yadin 1:14, 65; 3:26, 52; 38:1).



## P.Yadin 2 AND 3: TWO SALE CONTRACTS

### P.YADIN 3: PHYSICAL DESCRIPTION

Number of Document: P.Yadin 3.

Material: Papyrus.

Kind of script: Nabatean.

Kind of Document: Double deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded and tied, packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements: 38 cm x Ca. 15 cm.

Direction of fibers on Recto: Perpendicular to script.

Description of Damage: The upper part is fragmentary but the upper edge has partly survived. The lower text is almost intact except for a few gaps at the right margin and a few scattered holes mainly along the middle of the document.

Joins: 5.7 cm from the top, perhaps remains of a join. No other join is visible.

Direction of Folds: Top to bottom.

Height of upper fold: Ca. 0.6 cm.

Height of largest fold: ca. 1.9 cm.

Number of lines (including signatures): 55.

Upper text: Total: 20 = verso: 6 (upside-down, opposite the top of the recto); recto: 14.

Lower text: 28.

Signatures: 7 on the verso (including the scribe).

Height of text:

Upper text: Verso: Ca. 2 cm; recto: Ca. 5.8 cm.

Lower text: Ca. 26.5 cm.

Maximal Width of text:

Upper text: Verso: (surviving:) 8 cm; recto: [12 cm?]; (surviving): 8.5 cm.

Lower text: 12.6 cm.

Height of space between upper and lower texts (including the ascender of *lamed*): Ca. 2.2 cm.

Maximal Measurements of Margins:

Upper margin: No margin left (on purpose).

Lower margin: (surviving:) Ca 4. cm.

Right margin: Upper text: Verso: 1.5 cm; recto: 1.5 cm. Lower text: Ca. 1.7 cm.

Direction of signatures: Verso: Perpendicular to the text of the recto, starting opposite the beginning of the lower text.

Special notes concerning the signatures: All signatures are in the Nabatean script, including that of the main party, as well as another person (בר לטה), who presumably signed for her (see the Physical Description: Special notes concerning the signatures in P.Yadin 2), four witnesses and the scribe.

Scribe: עוזר בר עותו (signed in line 55, verso).

Description of Script: Written by the same scribe as P.Yadin 2.

Upper text: Cursive.

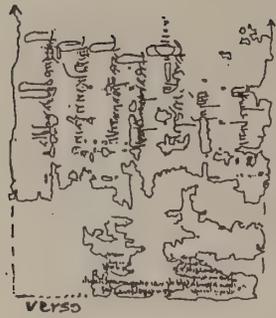
Average height of medial *mem*: Ca. 0.15–0.2 cm.

Average space between lines: Ca. 0.15–0.3 cm.

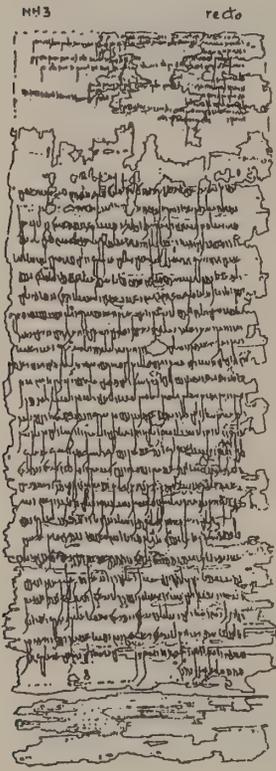
Lower text: Formal, written with a skilled hand.

Average height of medial *mem*: Ca. 0.4–0.5 cm.

Average space between lines: Ca. 0.5–0.7 cm.



verso



NH3

recto

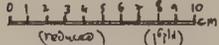


Fig. 26. P. Yadin (5/6 Hev) 3 (reduced): Verso and Recto

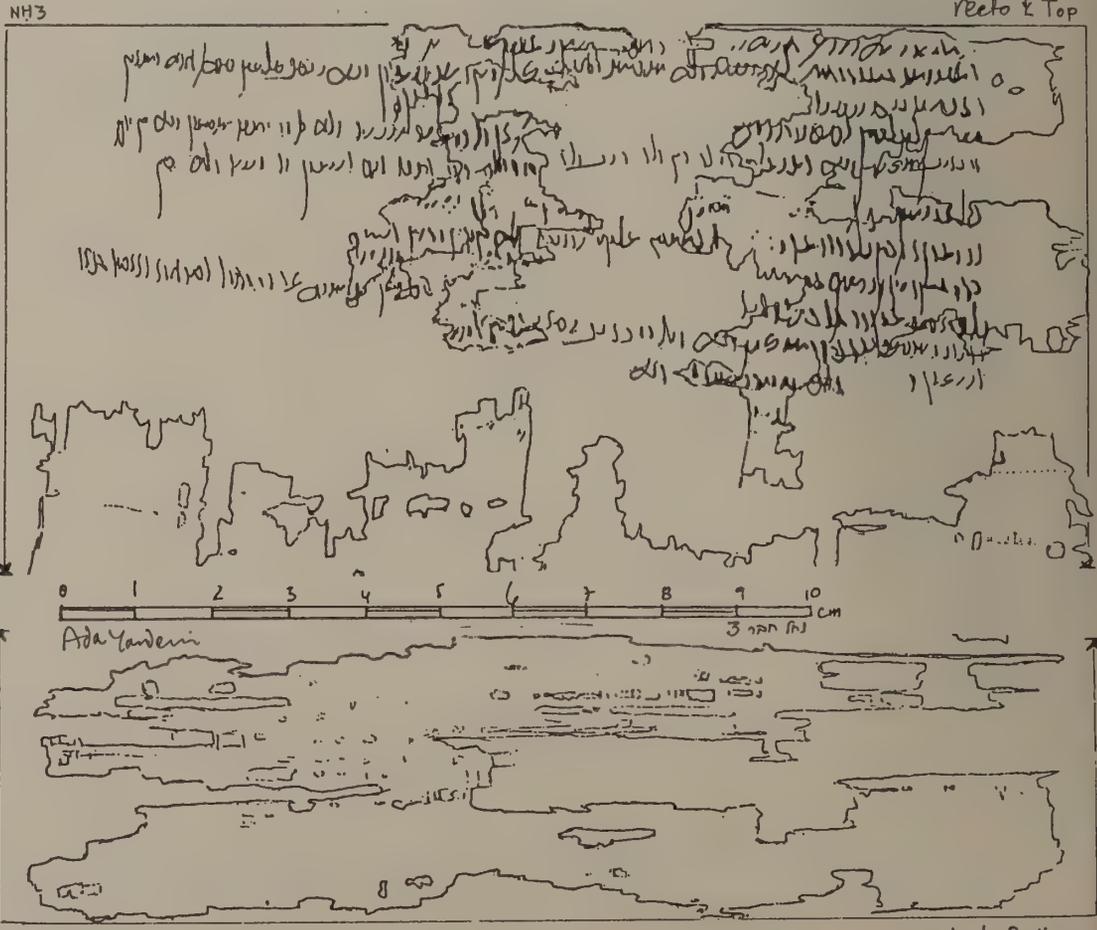
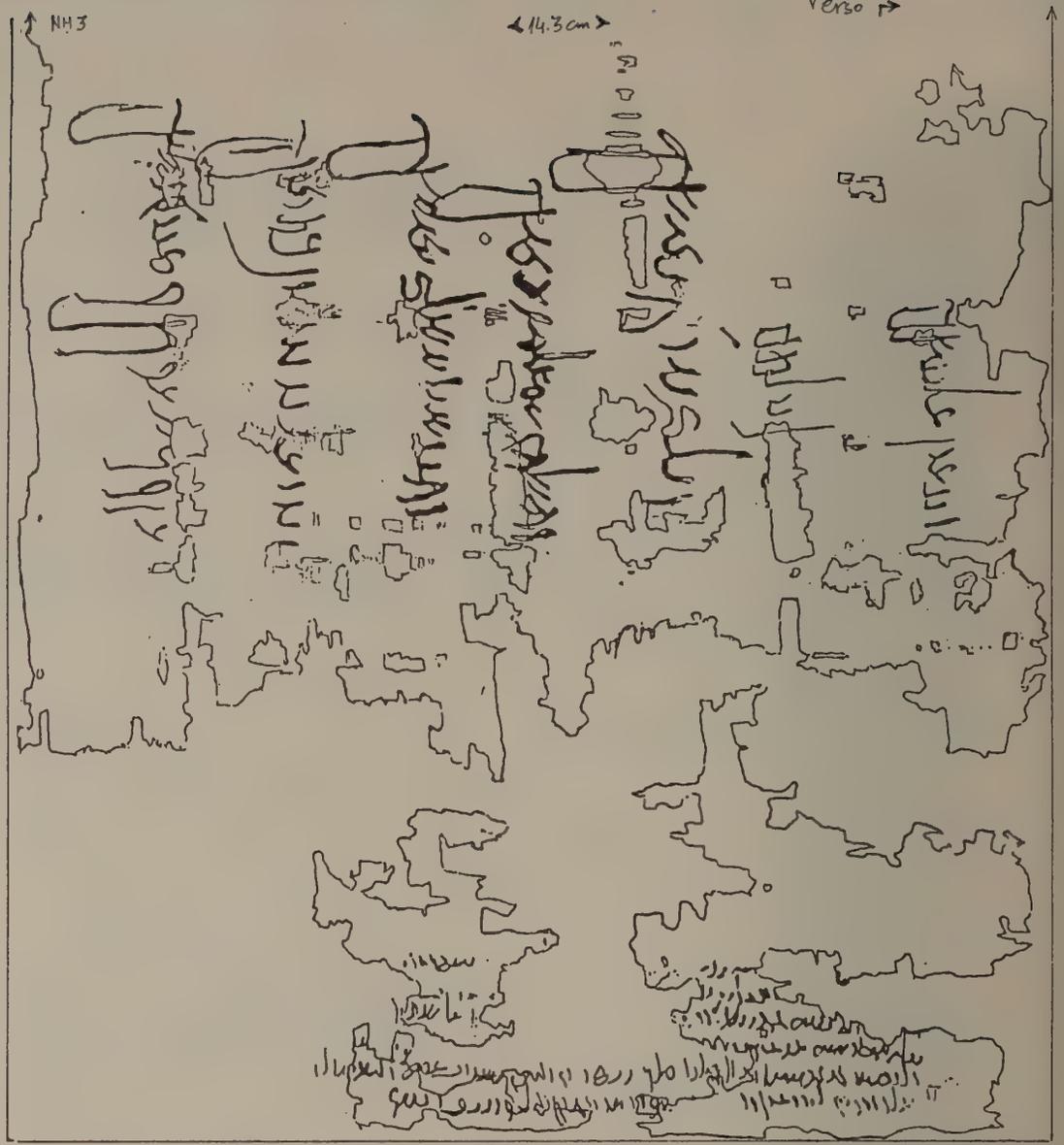


Fig. 27. P. Yadin (5/6 Hev) 3: Verso and Recto (top, and blank bottom margin)

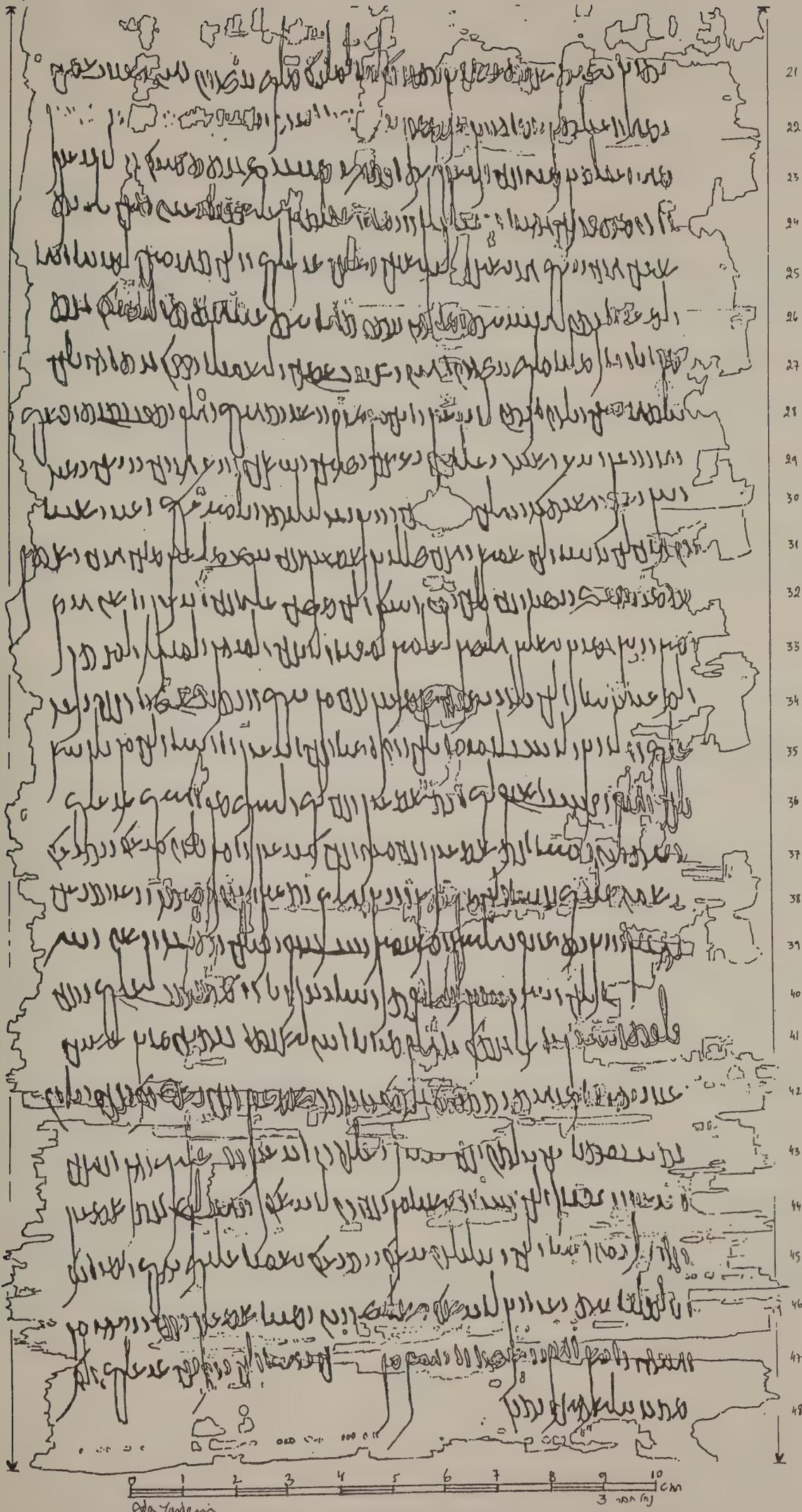


Fig. 28. P. Yadin (5/6 Hev) 3: Recto (bottom, without the blank bottom margin)

NABATEAN-ARAMAIC LEGAL PAPYRI

P.YADIN 3: TEXT

UPPER VERSION

VERSO

- 1 [בתרין בטבת שנת עשרין ותמונא לרבאל מלכא מל]ך נבטו די אחיי ושיזב עמה במחוז עגלתין יומא הו[
- 2 [זבן שמעון בר ]°°°°°[ ]°°°°°[ מחוז עגלתין מני אנה אביעדן ברת אפתח בר מניגרס  
גנת תמריא]
- 3 [די לאביעדן] מתקריה גה°°°°° א די בג[לגלא די במחוז עגלתין] על שק[יא וענימיה פלגות שעה חדה ביום  
חד בש°°°°°א]
- 4 כול שבא ושבה עד עלם ו[אלה תחומיה למדנחא ארחא ולמערבא בתי חנינו בר תימאלהי ובתי תחא ברת  
עבדחרת]
- 5 ולימינא גנת מראנא ר[באל מלכא מלך נבטו די אחיי] ושיזב עמה ולש[מאלא רקקא גנתא הי כלה בכל  
תחומיה]
- 6 וכל די איתי לאביעדן דא[ן בה מן צד]ק ו[רשו ות]ח[ו]ם[ וחל]ק ותקף ותב[ת] וקשם וחדדוחרר וגן ונבע  
וש°°°°°ר ועלאכיוועלאני ועצה]

RECTO

- 7 [ר]ט'יבה וי'ישיה ארע חררה כ[דיבה]כ[ריבה וצי/בד/רו/וב]י'ן זע°°°°° ו[ש]ותפו ונחלה °°°°° ה ודרין ודרון  
בגו לכל אתר וכל מנדעם]
- 8 זעיר וזגיא כזי חזה לה [בזבניא א]ל[ה שמש וחנ]ה טלל [זבן] שמעון דנה בכסף סלעין מאה חדה ושתיין]
- 9 ותמונא פרסופנס וכספא[ן דנה כלה דמי זבניא אלה מטה עלי אנה אביעדן דא שי חרץ דמין °°°°° ין גמרין  
בשליין]
- 10 ו[חלטי]ן לעלמין למקנא ולזב[נה] ולמרהן ולמנחל ולמנ[תן ולמע]בד בזבניא אלה כל די יצבה שמעון  
דנה מן יום]
- 11 [די כתיב שטרא] דנה ועד עלם [די לא דין ולא דבב ולא ]מומא כלה ו[די אצפא אנה אביעדן דא זבניא  
אלה מן]
- 12 כל אנזשן כלה רחיק וקריב ואשבק לך אנת שמעון דנה לך ולבניך מן אחרוך עד עלם וכות דכי ומ°°°°° א  
אנת שמעון דנה מני אנה]
- 13 אביעדן דא מן כל די אבעא ו[יתבעא] ב[ש]מי עליך בזבניא א[לה מן בת]ין ודרין ודרון ו[חל]ק[ן]  
ותעין ועדיוערי ומותו די עד יתבעא]
- 14 בהגין ו°°°°° ותצדיק כח[ליפין ומענמין] ו°°°°° ב°°°°° ק וקבלה ות°°°°° ורשי ו°°°°° ח°°°°° כלזה זבנין ובראון  
כחליקת זבניא ובראונא די מתכתב לעלם כדנה]
- 15 פלק[ת] א[ביעדן דא חלק מרא]נא אכרי לשנתא כות בה [ס]אין [ע]שרה עד די יהוא אסר חדת ותתמנא  
גנתא]
- 16 [דא באתר] שמעון דנה בשטרא ד[נה וכל די כתיב במתנא בה בר לתי דנה °°°°° ועלהוועל°°°°° די אביעדן  
דא עליך והן אנחנה]
- 17 [אביעדן ו°°°°° א]לה נ°°°°° א ונשנא מן דנה די לא ברשא ונחוב לך אנת שמעון דנה כל דמי זבניא אלה  
ובכלכל די]

P.Yadin 2 AND 3: TWO SALE CONTRACTS

P.YADIN 3: TRANSLATION

UPPER VERSION

VERSO

<sup>1</sup> [On the second of Tebet, year twenty-eight of Rabʿel the King, Kin]g of the Nabateans—who has brou[ght  
life and deliverance to his people, in Maḥoz ʿEglatain. On that day  
<sup>2</sup> [he purchased, (namely), Shimʿon, son of ...][...][...] of Maḥoz ʿEglatain, from me, I, ʾAbi-ʿadan  
daughter of ʾAptaḥ, son of Manigares, a date palm plantation  
<sup>3</sup> [belonging to ʾAbi-ʿada]n, called GH., which is in G[algala], which is in Maḥoz ʿEglatai]n, including  
irri[igation ditches and assigned watering periods; half of one hour on the first day of the week],  
<sup>4</sup> every single week and forever. And [these are its boundaries: To the east: the road; and to the west: the  
houses of Ḥunainu, son of Tayim-ʾIlahi, and the houses of Taḥaʾ, daughter of ʿAbad-Ḥaretat];  
<sup>5</sup> and to the south: the plantation of our lord, R[abʿel the King, King of the Nabateans—who has brought  
li]fe and delive[rance to] his [people]; and to the n[orth: the swamp. That entire plantation, within all its  
boundaries],  
<sup>6</sup> and all that belongs to this (same) ʾAbi-ʿadan [in it, by entitleme]nt and [jurisdiction, according to  
bou]n[d]ary [and sectio]n and valid document, and by firm register [and apportionment and boundary,  
(including) garden and spring and ..., and as above (**or**: a concealed or unconcealed document; and...,  
and publicity); and wood,

RECTO

<sup>7</sup> we]t and dry, and arid land su[ch as there is in it, and ... and ...] and ..., and pa[rtnership and estate rights,  
and ... and courtyards inside it in every place, and everything whatsoever],  
<sup>8</sup> small or large, as is proper for him [regarding th]e[se purchases; sunny areas and where] shade [fall]s—  
[this (same)] Shimʿ[on has purchased with silver (in the amount of) selaʿs one hundred sixty]  
<sup>9</sup> eight, precisely (**or**: split/half). [All of this] silver,[ the price of these purchases, has been received by me,  
I, this (same) ʾAbi-ʿadan, the fixed price in funds. (These are) ... at full value, mature]  
<sup>10</sup> and [beyond reclai]m forever. (The right) to buy and to sell, [and to pledge, and to inherit and to gr]ant as  
gift, and to d[o with these purchases all that he wishes (accrues to) this (same) Shimʿon from the day]  
<sup>11</sup> on which] this [document is written] and forever. [That it not be subject to lawsuit or contest or ]oath  
whatsoever, and (further) [that I will clear, I, this (same) ʾAbi-ʿadan, thes purchases from]  
<sup>12</sup> anyone at all, [distant or near, and I will free them up to you, you, this (same) Shimʿon, to you and to your  
sons after you forever. And as well, clean and [...] are you, this (same) Shimʿon, from me, I],  
<sup>13</sup> this (same) ʾAbi-ʿadan, from all that I may claim or [that may be claimed] in [my ]na[me against you  
regarding th]ese [purchases], from houses and courtyards. (There is) [clear]ance [and specification and  
accounting and *oath* concerning what may still be claimed]  
<sup>14</sup> regarding ... and [...]; and agreement regarding ex[change and profit. And ..., and ... and ..., and ... and  
... and ... entirely, (regarding) purchases and clearances, as is customary for purchases and clearances,  
as is written, forever. And accordingly],  
<sup>15</sup> this (same) [ʾA]bi-ʿadan has apportion[ed] the share of [our] lord, [the leasing tax for a year, as well, in it(s  
amount of)] t[en] s[eʿahs], until such time as there will be a new binding agreement and this plantation  
will be registered  
<sup>16</sup> as part of the property of] this (same) Shimʿon (as) in t[his] document. [And everything that is written in it  
as a condition(?)/gift(?) this (same) son of LTY ... and regarding what this (same) ʾAbi-ʿadan (has  
stipulated) pertaining to you. And if we],  
<sup>17</sup> [ʾAbi-ʿadan, and ..., th]ese (same persons) *shall change* or shall alter f[rom this (agreement) without  
authority we shall owe to you, you, this (same) Shimʿon, the entire price of these purchases, and all and  
everything that]



P.Yadin 2 AND 3: TWO SALE CONTRACTS

18 we may [claim or that may be claimed in our name against you regarding them. And the same applies to  
our lord, Rabʿel the King. And claims (**or**: deceptive actions) are not permitted. And empowered and  
clean and ... is this (same) Shimʿon]  
19 [and his sons after him, or anyone else who may be in possession of this document from its *place of*  
*holding* regarding these purchases, as provided in it, forever].  
20 And[ none may impose conditions on anything (*to which*) *the witnesses have affix]ed their signatures* (**or**:  
And[ none has delayed anything (*to which*) *the witnesses have affix]ed their signatures\set their*  
*conditions*).

**LOWER VERSION**

21 [On] the second of Te[b]et, ye[ar tw]e[n]ty and ei[ght of Rab]ʿel the King, King of the Nabateans—who  
has brought life [and] deliverance to his people—  
22 in Maḥoz ʿEgla[tain]. On that day he purchased, (namely), [Shimʿ]on, [son of ...]...[...].  
23 Maḥoz ʿEglatain from me, I, ʿAbi-ʿadan, daughter of ʿAptaḥ, so[n of] Manigares, a date palm plantation  
belonging to <sup>[24]</sup>this (same) <sup>[23b]</sup>ʿAbi-ʿadan,  
24 that is called GH.ʿ, which is in Galgalaʿ, which is in Ma[ḥo]z ʿEglatain, including irrigation ditches and  
assigned watering periods; half of  
25 one hour on the first day of the week, week [after wee]k forever. And these are its boundaries: To the east:  
the road;  
26 and to the we[s]t: the houses of Ḥunainu, son of Ta[yim-ʿI]lahi, and the houses of Taḥaʿ, daughter of  
ʿAbad-Ḥaretat; and to the south: the plantation of  
27 our lord, Rabʿel the King, King of the Nabateans—who has brought life and deliverance to his people; and  
to the north: the swamp. That entire plantation,  
28 within all its boundaries, and all that belongs to this (same) ʿAbi-ʿadan in it, by entitlement and  
jurisdiction, according to boundary and share and valid document, and by firm register and  
apportionment  
29 and boundary, (including) garden and spring and ... and as above (**or**: a concealed or unconcealed  
document, and ... and publicity); and wood, wet and dry, and arid land, such as there is in it, and ...  
30 and ..., and ..., and partnership and estate rights, [and ...], and courtyards inside it in every place, and  
everything whatsoever, small and large,  
31 as is proper for him regarding these purchases, sunny areas and where shade falls—this (same) Shimʿon  
has purchased with silver (in the amount of) selaʿs one hundred si[xt]y  
32 [and] eigh[t, pre[cisely (**or**: spl[it]/hal[f]). And this silver, all of it, the price of these purchases, has been  
received by me, I, this (same) ʿAbi-ʿadan, the fixed price  
33 in funds. [ ]... at full value, mature and beyond reclaim, forever. (The right) to buy and to sell, and to  
pledge, and to inherit and grant as gift,  
34 and to do with these purchases all that he wis[hes] (accrues to) this (same) Shimʿon from the day on which  
this document is written and for  
35 ever. That it not be subject to lawsuit or contest or oath whatsoever, and (further) that I will clear, I, this  
(same) ʿAbi-ʿadan, these purchases from anyone  
36 [at all, dist]ant or near, and I will free them up to you, you, this (same) Shimʿon; to you and to your sons  
after you, forever.  
37 And, as well, clean and ... are you, this (same) Shimʿon, from me, I, this (same) ʿAbi-ʿadan, from all that I  
may claim or that may be claimed  
38 in my name against you regarding these purchases, from [hous]es and courtyards. (There is) clearance and  
specification and accoun[ting and ]oath concerning what may still be claimed  
39 regarding ... [and ...]. And (there is) agreement regarding exchange and profit, and ..., and ..., and..., and  
authority, and ....

NABATEAN-ARAMAIC LEGAL PAPYRI

- 40 ] כלה זבנין ובראון [כח]לני]קת זבניא ובראונא די מת[כ]תב לעלם כדנה  
 41 [פלקת אביעדן] דא על גנתא דא חלק מראנא אכרי לשנתא כות בה סאין עשרה  
 42 עד די יהוא אסר חדת ותת[מנא] גנתא דא באתר שמעון דנה בשטרא דנה וכל די  
 43 כתיב במתנא בה בר לתי דנה וועלהוועלנו די אביעדן [דא ע]ליך והן אנחנה  
 44 אביעדן [ד]ן ופ/ק ל אלה נ א ונשנא מן דנה די לא ברשא ונחונב לך את שמעון  
 45 [דנ]ה כל דמי זבניא אלה ובכלכל די נבעא ויתבעא בשמנא עליך בהם ולמראנא  
 46 רבאל מלכא כות ועראין ועראון לא ב[ש]א ושליט ודכי ומ א שמעון דנה ובנוהי מן  
 47 אחרוהי ואנש [אחר]ן [די שטרא דנה יחס]ן [מ]ן [מלמי]ה בזבניא אלה כדי בה עד עלם ולא  
 48 מתנו בכל שהדהושהיה יתנוכתבו

- 40 [...]... entirely, (regarding) purchases and clearances, as is customary for purchases and clearances, as is written, forever. Accordingly,  
 41 [this (same) 'Abi-ʿadan]n [has apportioned] what is owed from this plantation, the share of our lord, the leasing tax for a year, as well, in it(s amount of) ten se'ahs  
 42 until such time as there will be a new binding agreement and this plantation will be regi[stered] as part of the property of this (same) Shim'on (as) in this document. And everything that  
 43 is written in it as a condition (or: gift), this (same) son of LTY ..., and regarding what [this] (same) 'Abi-ʿadan (has stipulated) pertaining [to] you. And if we,  
 44 'Abi-ʿadan and ..., these (same persons), shall change or shall deviate from this (agreement) without authority, then we shall ow[e to] you, you, <sup>[45]</sup>[thi]s (same) <sup>[44]</sup>Shim'on,  
 45 the entire price of these purchases, and all and everything that we may claim or that may be claimed in our name against you regarding them. And to our lord  
 46 Rab'el the King, as well. And claims (or: deceptive actions) are not permi[tt]ed. And empowered and clean and ... is this (same) Shim'on and his sons  
 47 after him and any [othe]r person [who may be in possess]ion[ of this document fr]om [its place of holdin]g with respect to these purchases, as (provided) in it, forever. And none  
 48 may impose conditions on anything to which the witnesses have affixed their signatures (or: And none has delayed anything to which the witnesses have affixed their signatures\set their conditions).

VERSO

- 49 אביעדן על נפשה  
 50 [כתב תפ/ק ל בר לתה]  
 51 ארכלס בר א כתבידה  
 52 והבאלהי בר משלמו כתבה  
 53 והבדשרא בר שלי כתבידה  
 54 זבדבעל בר זבדניון כתבידה  
 55 עזור בר עותו ספרא תבה

VERSO

- 49 'Abi-ʿadan, on her own behalf;  
 50 [...(= wrote) ...], son of LTH.  
 51 Archelaus, son of ..., written in his own hand.  
 52 Wahab-ʿIlahi, son of Mushalimu, written in his own hand.  
 53 Wahab-Dushara, son of Shulay, written in his own hand.  
 54 Zabad-ba'al, son of Zabadion, written in his own hand.  
 55 'Azur, son of 'Awatu, the scribe ... (= and) he wrote\issued it.



LTU,” and this name is accordingly restored in line 16. The question of his role is discussed in the COMMENTARY. The usual way of referring to a known party to the transaction by usage of the demonstrative *דנה* means that the full name of this person had been mentioned earlier on, perhaps in lines 2/22, near the beginning of the document, where some text is missing. In line 44, the first name of this person appears alone, after the name of <sup>ʿ</sup>Abi-<sup>ʿ</sup>adan, the vendor, and although all of its letters are preserved their readings are uncertain. The final *lamed* is preceded by five letters, the first of which is a short, vertical down-stroke, which may be *waw*, *zayin*, *daleth*, or *resh*. The second may perhaps be *beth* or *yod*; the third is either *peʿ* or *qoph*, and the fourth may be *beth*, *kaph*, or *nun*. The fifth letter is again a short, vertical down-stroke, resembling the first letter. None of these alternatives has yielded an identifiable name. In his signature (line 50) his first name is again missing, except for the final *lamed*, and his patronymic is written *לתה* instead of *לתי*. Neither of these forms has parallels elsewhere.

### P.YADIN 3: COMMENTARY

Given the fact that P.Yadin 2 and P.Yadin 3 are so similar in content, the COMMENTARY on P.Yadin 3 will be limited to new content that has not been treated in the COMMENTARY on P.Yadin 2, and to other significance differences between the two documents. The reader is referred to the INTRODUCTION.

#### UPPER VERSION

##### **Regnal Date, Royal Lineage and Titulary (Lines 1/21)**

The titulary of Rab<sup>ʿ</sup>el II is much briefer here than it was in P.Yadin 2, where it was unusually elaborate.

##### **Identification of Vendor and Purchaser (Lines 2–3/22–23)**

There are a number of individuals named Shim<sup>ʿ</sup>on on record in the Naḥal Ḥever papyri, including Babatha<sup>ʿ</sup>s father, Shim<sup>ʿ</sup>on, son of Menaḥem, the donor of the grant in P.Yadin 7 (see INDEX OF PERSONAL NAMES and Lewis 1989:153). Since the name of the father of the present Shim<sup>ʿ</sup>on is missing in both versions of P.Yadin 3 it is not possible to identify him with certainty (see the EPIGRAPHIC NOTES). It is of great interest, nonetheless, that a Jew purchased property located in the Nabatean kingdom from a Nabatean owner, under the provisions of Nabatean law, and that the deed of sale was written and witnessed by Nabateans.

##### **Identification of Parcel and Stipulation of Watering Rights (Lines 3–4/24–25)**

It was a well-attested practice to give names, or handles, to parcels of property; to refer to them as the local residents would have done. Thus, also in XḤev/Se 9:2–3 (Yardeni 1997:39), a deed of sale, we read: *לאתרה דלי די מתקרה ח[ק]ל פרדסה* “the parcel that is mine, that is called ‘the field of the orchard.’” The Hebrew and Greek legal documents in

## P.Yadin 2 AND 3: TWO SALE CONTRACTS

Babatha's archive from Naḥal Ḥever attest several, similar handles (see the COMMENTARY on P.Yadin 44:7–9).

Here, the assigned times for irrigation are specified, as in P.Yadin 2:6–7/22. Such specification also occurs in P.Yadin 7:6–7, where this convention is discussed, especially use of the word שִׁבְּה “Sabbath,” determined שִׁבְּתָא, in the sense of “week” (see the COMMENTARY on P.Yadin 7:7). See also the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: WATER RIGHTS.

### **An Expanded List of the Rights of Ownership (Lines 14–16/39–41)**

As explained in the EPIGRAPHIC NOTES to P.Yadin 2:13, and now in the EPIGRAPHIC NOTES to P.Yadin 3:14, the text of this line has been restored on the basis of P.Yadin 3:39–40, where more of the text is preserved. There follows a series of legal terms, about ten in number, including two possibly occurring in the gap at the beginning of line 40. The term קָבְלָה may be understood in two ways: (a) = “receipt,” from Pi<sup>c</sup>el/Pa<sup>c</sup>el *q-b-l* “to receive,” a verb that in various forms, is widely attested. It must be noted, however, that the Naḥal Ḥever and other similar texts employ other terms for “receipt” (see APPENDIX B). Furthermore, this meaning for the given form may not have been current. (b) = “complaint,” from the same root but with the nuanced meaning of “to face off, oppose”; hence: “to complain, grieve,” and vocalized *qebilah*, a Qal form attested in Imperial Aramaic (*TAD* A6.15:5, 11 [Driver 12] *qbylh*; *Levy* 4:235–36, s.v. קָבַל). Cf. also, the form קַבְּלָת in P.Yadin 36:35. The next term has been partly restored on the basis of P.Yadin 2:36, where the third and fourth letters are ambiguous. In turn, it is followed by the term רִשְׁי, which, if the reading is correct, would represent a variant, absolute form of feminine רִשׁוּ “jurisdiction,” occurring above, in line 6. In fact, the final *yod* is distinct in the Nabatean script, so that a reading רִשׁוּ must be ruled out here. Adjectival *rašay* “authorized” is less likely in the immediate context.

The words עַל גַּנְתָּא דָּא “regarding this plantation” in line 41 do not appear in line 15. Here words are included that are absent at the same point in P.Yadin 2, namely: בְּשִׁטְרָא דְנָה, whose precise sense warrants clarification. These words could be taken to mean “by means of this document” with *beth instrumentii*, but it may be also mean simply that the terms as specified in the present document will be fulfilled; hence: “(as) in this document.” The difference between the two renderings is hardly incidental. There is a question as to whether the שִׁטְרָא itself was instrumental in establishing title, or whether it merely constituted a record or declaration. From what is stated below about possession of the document it would appear that it was a legal instrument.

### **The Role of the Guarantor (Lines 16–18/42–45)**

The next clause introduces a guarantor, out of the blue, who is an interested party to the transaction, and it refers to contents of the document applicable to him as מְתִנָּא, a term that may represent an absolute form of מְתִנָּה “grant, gift,” as in P.Yadin 7:7 (cf. also P.Yadin 7:13). Alternatively, it may represent a variant of תְּנָא “condition, authorization” (see the

COMMENTARY on P.Yadin 2:17). If taken to mean "gift," מתנא might refer to some additional part of the parcel contributed by the guarantor, which could be the reason for the higher sale price, or to a pay-off of some debt owed to ʿAbi-ʿadan by the guarantor. If taken to mean "condition," the term מתנא would mean that the enigmatic son of LTY will endorse, or vouch for all of the conditions of the document. The text is stating that the son of LTY stands behind whatever ʿAbi-ʿadan had guaranteed to Shimʿon. In either case, prepositional עליך should be understood relationally: "pertaining to you," namely, to Shimʿon, who is being addressed.

As noted in the INTRODUCTION, here, first person plural forms replace the first person singular forms of P.Yadin 2 in the parallel clauses. Thus, והן אנהנה "if we"; נשנא "we shall alter"; ונחוב "and we shall owe"; and בשמנא "in our name." This reflects the joint liability undertaken by the son of LTY. One of the signatories, whose name appears right below that of ʿAbi-ʿadan herself, preceding the names of the witnesses (in line 50, below), is this same person. There his name appears as: [ל בר לתה]. He probably signed in her name (see the PHYSICAL DESCRIPTION: SPECIAL NOTES ON THE SIGNATURES). As suggested in the EPIGRAPHIC NOTES, the first name of the guarantor may have also appeared in lines 17/44, explaining the force of אלה: "ʿAbi-ʿadan and X, these (same persons)," instead of "this (same) ʿAbi-ʿadan." In the signatures (line 50) the final letter of the guarantor's first name appears as *lamed*, and here, in the next line of the LOWER VERSION (line 44), sufficient letters are legible to indicate that the guarantor's first name ended in *lamed*.

### The Signatories (Lines 49–55)

See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES. On subscription and signature formulae, see the GENERAL INTRODUCTION: FORMAL FEATURES OF THE PAPYRI: SUBSCRIPTIONS AND WITNESSING.

As for the specific names: (1) והבאלהי (= *wahab-ilāhi*) "gift of God" (Negev no. 337). In P.Yadin 2:48, it appears as a patronymic. (2) משלמו (= *mušallamu*; cf. משלם, Negev no. 703) conveys the sense of "unimpaired, complete." The form ending with *waw* is more decidedly Arabic. Negev mentions that these names could express the designation "Muslim," although it is uncertain if it was in use in pre-Islamic times. (3) והבדשרא (= *wahab-Dušaraʿ*) "gift of Dushara" is not listed by Negev. For references to the principal Nabatean god Dushara, see Healey 1993:252 Index, and for more information on Dushara, see references listed *ibid.*, 32 n. 180. (4) שלי (= Shulai; Negev no. 1138) may be partially preserved in P.Yadin 2:48, as the first name rather than the father's name. (5) זבדבעל (= *zabad-Baʿal*) "gift of Baal" is one of a number of personal names incorporating the component *zabad* "gift" (Negev nos. 367–73). Most likely, זבד[י]ון is a Greek form of the same Semitic name.

## P.Yadin 4 (= 5/6Hev 4): A POSSIBLE GUARANTOR'S AGREEMENT IN NABATEAN-ARAMAIC

Plates 25–26

Date unknown (Year 28 of Rab'el II mentioned)

### INTRODUCTION

P.Yadin 4 is possibly a guarantor's agreement written in the Nabatean script. The papyrus is very heavily fragmentary. Traces of signatures on its VERSO indicate that this is a double document, but nothing of the UPPER VERSION has survived. Furthermore, very little is preserved in lines 1–8 of the LOWER VERSION, RECTO, where most of the basic information would have appeared (see the EPIGRAPHIC NOTES). The date that is restorable in lines 10–11: שנת עשרין ותמונא למראנא “[year twen]ty and eight of our lord,” namely, of Rab'el II (98/99 CE), is not likely the date on which the present document itself was written, because such information would hardly occur in the middle of the text. That date is most probably the date on which the purchase that underlies the present guarantor's agreement was enacted (see the COMMENTARY on line 11, below). As will be explained in the EPIGRAPHIC NOTES to line 12, below, the reading עֹרֵב “guarantor” is decidedly uncertain, and yet it is virtually the only explicit basis for characterizing this document as a guarantor's agreement. Even with this uncertainty in mind, it is distinctly possible that P.Yadin 4 is, in fact, a guarantor's agreement, and that its formulae may best be interpreted as components of this type of document. In any event, P.Yadin 4 was written by the same scribe who wrote P.Yadin 2 and P.Yadin 3. Whether or not it was related in substance to P.Yadin 2 and/or P.Yadin 3, which is possible, remains unclear because of the extent of missing information.

If we acknowledge, for the sake of interpretation, that P.Yadin 4 is a document drawn up by a guarantor (עֹרֵב) in connection with the purchase of a plantation (גִּנְתָּא), we can state that the commitments it records are being made by the guarantor to the purchaser on behalf of the vendor. Line 12 may attest the name of the guarantor, if we restore the name יֵהוֹסֵף, but it is also possible to restore the word בְּכֶסֶף “in silver” at that point (see the EPIGRAPHIC NOTES to line 12). If the name Yehoseph could be sustained, the parties to the transaction may have been Jews, as was true in P.Yadin 6; or perhaps one of the parties was a Jew and the other a Nabatean, as in P.Yadin 3.

Continuing the above line of reasoning, the guarantor assumes responsibility for any lien or contest against the property in question originating prior to the time of the sale, literally: “prior to the time that is written above” (line 12), the very date during the twenty-eighth year of Rab'el II mentioned in line 11. He declares his readiness to reimburse the purchaser for the entire cost of the property in question, if it comes to that, as well as for payments to the Nabatean king (the leasing fee, etc.).

We lack the names of both the purchaser and the vendor. We would normally find such information both in the text of the document, and again in the signatures, since at least one party normally signed agreements. In the present papyrus, the signatures have not been

## NABATEAN-ARAMAIC LEGAL PAPYRI

preserved, except for part of the name of the scribe (see the EPIGRAPHIC NOTES to line 26).

There are, however, some further indications as to the nature of the transaction and the identity of its parties. In line 7 we can perhaps read the first person independent pronoun אֲנִי “I,” referring to the speaker, which, if correct, would indicate that this agreement was formulated in the subjective mode. This conclusion is verified, in any event, by the two first person statements occurring in lines 14–15, addressed in the second person, where we find the first person pronoun once again, and the first person verbal form אֲנִתֵּן, “I will convey, remit, pay.” Moreover, whoever is being addressed in the second person was a woman, namely, the purchaser, if this is a contract of guarantee. This is indicated by the feminine suffix in קִדְמִי־י “before you (fs.)” and the oblique feminine pronoun in the statement: דִּי אֲנִתֵּן לִי “that I will remit to you (fs.).” Female gender is further indicated by the second person verbal form תִּתְרַעֵי “you (fs.) will be agreeable” at the end of line 16.

For the rest, the legible portions of P.Yadin 4 attest the conventional terms and formulae known to us from the other Nabatean papyri in the Yadin Collection, including the term (also attested in P.Yadin 1) read either עֲקֻרְנָא “real property, land” or עֲקֻרְנָא “our contract,” either of which yield an Arabism (see the COMMENTARY on P.Yadin 1:15).

## P.Yadin 4: A POSSIBLE GUARANTOR'S AGREEMENT

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 4.

Material: Papyrus.

Kind of script: Nabatean.

Kind of Document: Double deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded and tied, packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements: Ca. 20.5 cm x Ca. 16.7 cm. (Height of large fragment: 13.5 cm).

Direction of fibers on Recto: Perpendicular to script.

Description of Damage: The deed is torn into separate fragments, four of which are now placed one on top of the other. The two upper ones, which have no script on them, may, however, belong to the bottom of the document. The upper one of the two remaining fragments is severely damaged, while the lower one is in a better condition; most of its tears are at the folds, particularly in its left two thirds. The upper text is missing, probably having fallen to pieces and lost after its discovery, at the time of its unfolding.

Joins: Ca. 0.7 cm from the bottom. No other join is visible.

Direction of Folds: Top to bottom.

Height of smallest fold: Ca. 1.2 cm.

Height of largest fold: ca. 1.7 cm.

Number of lines (surviving; including signatures): 26.

Upper text: Missing.

Lower text: (surviving:) 19 (in addition apparently 2 lines are missing at the beginning).

Signatures: 7 on the verso (including the scribe).

Height of text:

Lower text: (surviving:) Ca. 19.4 cm (the upper part is missing).

Maximal Width of text:

Lower text: 14.6 cm.

Height of space between upper and lower texts (including the ascender of *lamed*):

Maximal Measurements of Margins:

Upper margin: Missing.

Lower margin: Ca. 1 cm.

Right margin: Ca. 1.7 cm.

Direction of signatures: Verso: Perpendicular to the text of the recto, starting opposite the beginning of the lower text.

Special notes concerning the signatures: An unidentified letter on the verso of the lower fragment apparently marks the end of the first signature; the remains of the first and of all six other signatures have partly survived on the verso of the smaller fragment. Except for the scribe's signature, all others seem to be in the Aramaic script. It seems that four signatures belong to witnesses, while the first no doubt belongs to the person in whose name the deed or agreement is written. The small space between the first and second lines of the signatures may indicate that the second line belongs to a person who signed in the name of the first party, the latter being illiterate. This assumption may be supported by similar cases in P.Yadin 2 and 3. In this case, the word restored as [כ]תבה in line 21 may be the end of a personal name. Being extremely damaged, however, these lines cannot be restored.

Scribe: עזור בר עותו (signed in line 26, verso); only the last two letters of his signature have survived.

Description of Script: The script resembles that of P.Yadin 2 and 3.

Lower text: Formal, written with a skilled hand.

Average height of medial *mem*: Ca. 0.4–0.6 cm.

Average space between lines: Ca. 0.5–0.8 cm.

NABATEAN-ARAMAIC LEGAL PAPYRI

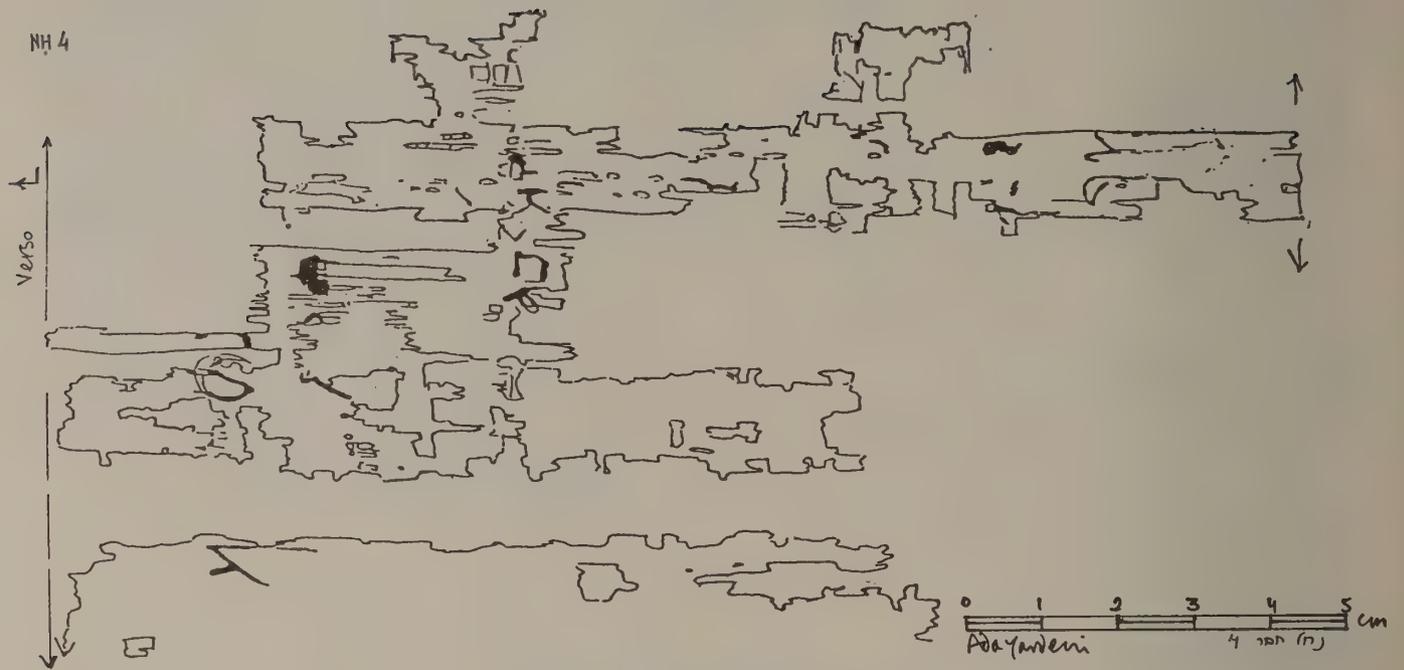


Fig. 29. P. Yadin (5/6 Hev) 4: Verso

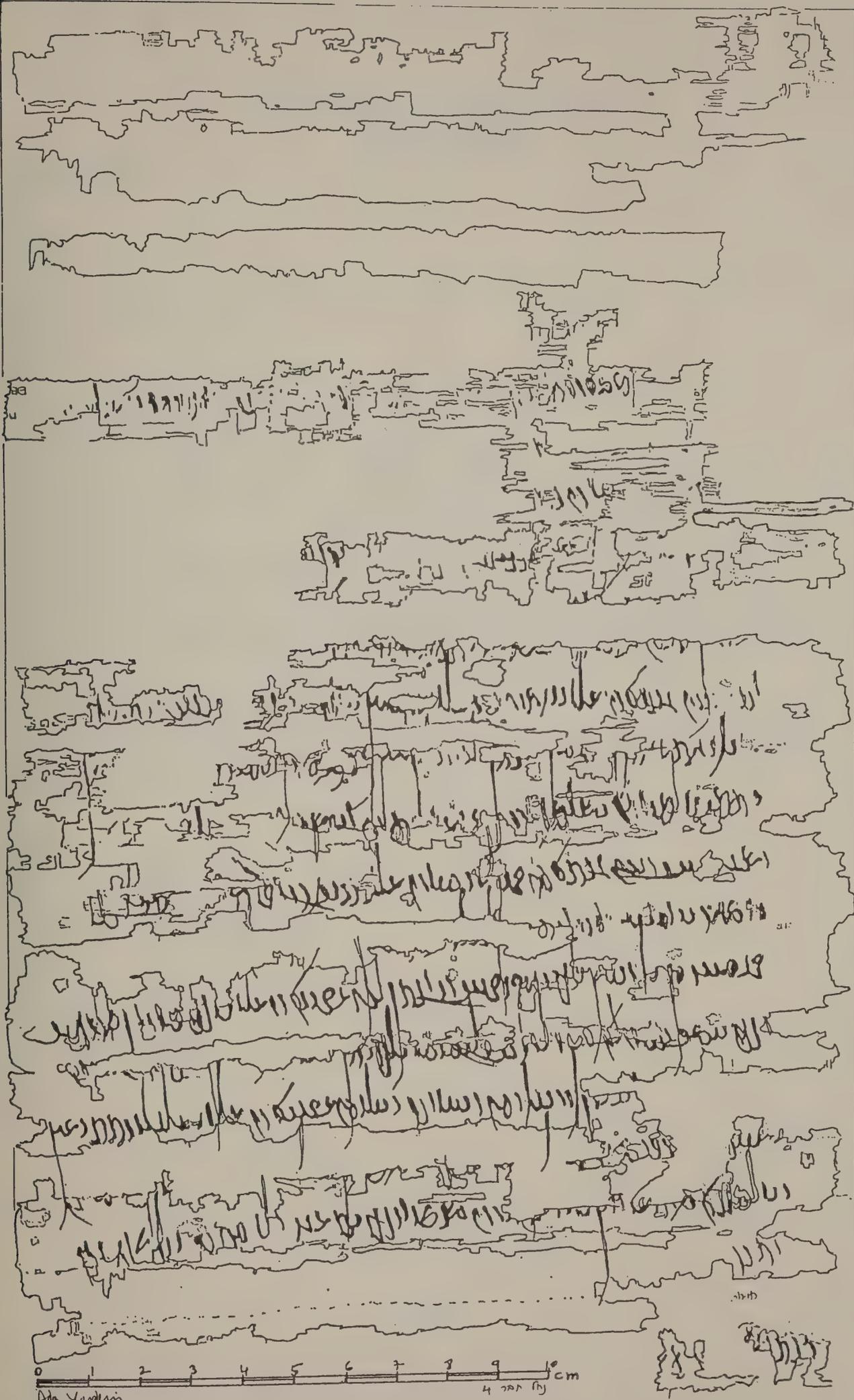


Fig. 30. P. Yadin (5/6 Hev) 4: Recto



TRANSLATION

LOWER VERSION

RECTO

<sup>1</sup> [...]...[...]  
<sup>2</sup> [...]...[...]  
<sup>3</sup> [...]...[...].  
<sup>4</sup> [...]...[...]  
<sup>5</sup> [...]... that...[...]  
<sup>6</sup> [...]...[...]  
<sup>7</sup> [...]... I,[...]  
<sup>8</sup> ... *that* ... [...]  
<sup>9</sup> *the leasing fee* ... according to the plantation that is (written) above ...[...].  
<sup>10</sup> ... from...[...year twent]y  
<sup>11</sup> and eight (of) our lord, in well-being ... that any person at all[ ...] anyt[hin]g, [small  
<sup>12</sup> or la[rge.] (I am) a *guarantor* in the purchases of that (same) plantation, prior to the time that is written  
 above ... *is binding* ...[...]. t[hi]s (same) [Yeh]oseph (**or**: th[i]s silver)  
<sup>13</sup> ...[...].  
<sup>14</sup> before you from [an]y person, distant or near, that I will convey to you the real property (**or**: contract),  
 which is (written) above. Accordingly, (I) acknowledge liability,  
<sup>15</sup> I (do), in (the amount of) this silver, which is not subject to any suit, or contest, or oath, whatsoever. And  
 if ...[...]. that (**or**: which)  
<sup>16</sup> [...]...[...]. that (pertains to) any of the costs of those sales, and all of the costs of the real property (**or**:  
 contract), which is (written) above, and everything to which you will agree (**or**: with which you will be  
 satisfied)  
<sup>17</sup> in accordance with the desire of [...]...[... and to ]our lord,  
<sup>18</sup> Rab<sup>e</sup>el, the king, as well. And claims (**or**: deceptive [actions]) are not permitted [*regarding all*] that by this  
 writ shall be done. And none may impose conditions on anything *to which the witnesses*  
<sup>19</sup> *may set conditions* (**or**: And none has delayed anything *to which the witnesses may set conditions*).

VERSO

<sup>20</sup> [...]...  
<sup>21</sup> [...]...; (by) his verbal order.  
<sup>22</sup> [...]...; [his own hand] writ[ing].  
<sup>23</sup> [...]...[...]  
<sup>24</sup> [...]...[...]  
<sup>25</sup> [...]...[...]  
<sup>26</sup> [Azur, son of Awa]tu [the scribe, ... (= and) he wrote it].

## EPIGRAPHIC NOTES

**Lines 1–8:** It is difficult to know exactly how many lines are missing at the beginning of the LOWER VERSION. The restoration of the scribe's signature on the VERSO (line 26) may indicate that the part missing measured at least 2.5 cm, namely, about two lines, provided that it started opposite the beginning of the LOWER VERSION on the RECTO, according to the scribal practice (cf., e.g., P.Yadin 3). This means that line 1 is actually the third line of the original LOWER VERSION. There are some letters visible in line 3, and single letters in lines 2 and 4, but they are unintelligible. The only word in lines 1–8 that can be read with certainty is the relative pronoun **די** “that, which” in line 5. In line 7, we may perhaps be able to read the first person independent pronoun **אננה** “I,” and in line 8, possibly the relative pronoun **די**, once again.

**Line 9:** The two words at the beginning of the line are damaged, but remains of all of their letters are visible. Only three words are clearly legible in this line: **גנתא די עלא** “the plantation that (is written) above.” It is tempting to restore the word that precedes them as **אכרי** “the lease payment of,” but the first letter looks like *waw* rather than *aleph*. On the other hand, the first word in the line, of which only initial *aleph* can possibly be read, could be restored as **אכרי** if we could be certain that the tiny spot remaining from its final letter indeed indicated a *yod*. This spot is, however, too small to allow for a certain restoration. As indicated below in the COMMENTARY on line 9, the term **אכרי**, a word of Arabic origin meaning “leasing fee,” may apply to taxes on leases or other similar obligations that were payable to the authorities.

**Lines 10–11:** There are some letters preserved in line 10 but most of them are unintelligible, except for the very last two letters which are *yod* and final *nun*. These letters are followed immediately, at the beginning of line 11, by a number, and thereby allows us to make the following continuous restoration: **בשנת עשרין ותמונא** “[in year twen]ty and eight.” This is followed by the royal title: **מראנא** “our lord,” namely, the Nabatean king Rab<sup>el</sup> II. In turn, this is followed by a word that may be read **בשלמא** “in well-being” (see the COMMENTARY on line 11).

**Line 12:** Virtually certain restorations allow us to read most of line 12. Thus, we read the word **ושג[יא]** “and la[rge]” at the beginning of the line. The readings of the second and third words of this line as: **ערב בזבני** “a guarantor in the purchases of–” is highly conjectural, both words being written with ligatures. The latter part of the line is spotty, but we can read the word (or completion of a word) **קיים**, provisionally translated “*is binding*.” At the end of the line we read **די[נה]ה** “th[i]s (same) [Yeh]oseph,” or **די[נה]ה** “th[i]s silver” (cf. line 15).

**Line 13:** This line is heavily damaged.

**Line 14:** This line is complete when the third word in it is restored: כ[ל] “any, all.” In the COMMENTARY on P.Yadin 1:15, the alternative readings עקרנא “real property” and עקדנא “contract” are discussed (see the COMMENTARY on line 14, and note the recurrence of this term in line 16, just below).

**Line 15:** More than half of the line is completely preserved, and we note the introduction of a conditional clause: והן “and if-.” The rest of the line is illegible.

**Lines 16–17:** As noted, a conditional sentence beginning with והן “and if” in the last part of line 15 continues into line 16. The last word in line 16 is best read תתרעין “you will agree” (or: “you will be satisfied”), rather than תתבעין “you will be required,” which does not fit as well in context. Line 17 is mostly illegible, except for the first and last words, both of which constitute parts of known formulae as explained in the COMMENTARY. On the basis of the currency of the formula indicating a payment to the Nabatean king, we restore at the end of line 17: [ול]מרנא “[and to] our lord.” If correct, the final letter would be an *aleph* rather than a *yod*. The oblique stroke slanting to the right below the imagined base-line may perhaps be part of an unusual form of *aleph*, similar to the one attested in line 14 at the end of the word עקרנא (or עקדנא) and in line 18, at the end of the word מלכא.

**Line 18:** After the word ועראין, on which see the COMMENTARY on P.Yadin 2:15, the words: לא ברשא “without authorization” should be restored, on the basis of the unusual form of *aleph* in the word מלכא, just commented upon, even though the curving stroke from the final letter looks like the tail of a final *yod*.

**Line 19:** The first letter of the one word comprising line 19 is a short, vertical down-stroke that definitely differs from that of a *kaph*. Therefore, the reading יתנו should be preferred to כתבו. On the interpretation of this enigmatic formula, see the COMMENTARY on P.Yadin 2:17.

**Lines 20–26:** The VERSO would have contained, in line 20, the signature of the person in whose name the document was written, namely, the guarantor. Traces of a *taw* are visible. In line 21 we read [מ]מרה “(by) his\her verbal order.” Because there is only a small space between the first two lines of signatures, this overrules the conjectural reading כ[תבה] “he wrote it” (cf. the second signature on the VERSO of P.Yadin 10). These two signatures are followed by the signatures of five witnesses, if we include the signature of the scribe. All signatures are heavily damaged. Only parts of the final two letters, the *taw* and the final *waw*, in the name [עו]לו, the scribe’s patronymic, have survived, but the identity of the handwriting of P.Yadin 2, 3, and 4 allows us to conclude that all three deeds were written by this same scribe. Following the name of the scribe it is reasonable to restore: [ספרא ° תבה] “the scribe, ... (= and) he wrote/issued it.”

## COMMENTARY

**Line 7:** If the first person independent pronoun אֲנִי may be restored in this line, it would be informative because this would be the first indication that the present text is formulated in the first person (see the INTRODUCTION).

**Line 9:** As explained in the EPIGRAPHIC NOTES, above, there are problems in restoring the term אכרי “leasing fee, payment” at the beginning of line 9, but this reading would suit the immediate context well, since such payments to the authorities were part of sales agreements (see the COMMENTARY on P.Yadin 1:15–16). What we are missing in the gaps of lines 9–10 are undoubtedly other relevant provisions, or perhaps descriptions of the property. The words גנתא די עלא “the plantation that (is written) above” indicate that a plantation had already been described in the missing sections of the document.

**Line 11:** Since the date recorded here, year twenty-eight of Rabʿel II, appears in the middle of the document, and not at its beginning, it would not refer to the date on which the document itself was written, but rather to some other action, or rental payment, that took place at that time. Most probably, this is the date of purchase referred to in line 12, namely: זמנא די עלא כתיב “the time that is written above.” Read as בשלמא “in well-being, peace,” this word, coming after the name of Rabʿel II and his regnal year, may express the wish, or prayer, that his reign will continue to be peaceful, or, in a similar vein, that this king will continue to enjoy well-being during his reign. Alternatively, it could be affirming that the king’s reign has, indeed, been peaceful and prosperous, thereby praising the king. It is also possible that it is connected to a verb that followed it, and which is now missing, to the effect that something had been done or had taken place “in peace.” The noun שלם (= *šelām*) is best known in Nabatean from epitaphs, where it expresses the wish that the departed “rest in peace” (*CIS* II nos. 355, 357, 362, 367, and so forth). The form בשלם is attested in the Hermopolis papyri of the Achaemenid period, in words of greeting: ברכתכי לפתח זי יחוני אפיך בשלם “I have recommended you to Ptah for blessings, that he may allow me to behold your face in well-being” (*Herm* 2:2, 3:2; in *TAD* A2.1:2; 2.2:2; 2.3:2; 2.4:2; 2.5:2; 2.6:2 [Bresciani-Kamil 1–6]). Also cf. the frequent combination in West Semitic: בטב ושלם “in prosperity and well-being” and variations of the same (*DNWSI* 1150–52, s.v. *šlm*<sub>2</sub>). The force of prepositional *beth* is circumstantial, indicating a good state of being. For similar Hebrew usage cf. *Gen* 28:21 and *Mal* 2:6. Some of the Bar-Kokhba letters end with the greeting הוא שלם, literally: “be at peace”; hence: “fare well!”

**Line 12:** The West Semitic term ערב “guarantor,” whose reading is uncertain here, is explained in the COMMENTARY on P.Yadin 1:7. The stated specification that those claims which originated קדם זמנא די עלא כתיב “prior to the time that is written above” is unusual and requires comment. We have seen that statements of clearance by vendors, or those who let property, are usually formulated in the future tense, to the effect that the purchaser or lessee

#### P.Yadin 4: A POSSIBLE GUARANTOR'S AGREEMENT

would be protected henceforth against claims outstanding at the time of sale (see the COMMENTARY on P.Yadin 45:26–29). Although the present statement by the guarantor is oriented to the past in its formulation, its legal import is the same. The date of sale is definitive, no matter when the claim is actually pressed or how clearance is expressed. If the obligation that generated the claim had been incurred before the date of sale it would be covered by the statement of guarantee or clearance, but from that point on responsibility would obviously shift to the purchaser. The difference between a vendor and a guarantor is that the latter is back-up for the former, and would bear said obligation only in the event that the vendor himself had failed to meet it. In P.Yadin 4 there is a certain drift between references to “purchases” (זבנין) and “funds, cost” (כסף) in the several statements of guarantee, but the legal intent is the same.

**Line 14:** After a commonplace merism, the guarantor pledges that he will, as we say today, convey “clear title” to the said real property (accepting the reading עקרנא) as delimited above, should the vendor fail to do so. The legal formulation: –מודא ומתחייב– has been translated: “I acknowledge liability for–.” On usage of the participle מודה/א, see the COMMENTARY on P.Yadin 45:6 where it is explained that this verb has forensic force, referring to a statement of affirmation, admission, or agreement. When the two verbal forms are combined we have hendiadys. The form מתחייב corresponds to the Hebrew Hithpa<sup>el</sup> participle of the root *h-w-b* “to owe, be liable for, be guilty,” attested in the Mishnah (*m. B. Qam.* 3:10; *m. ʿAbot* 3:4, 8; *m. Ketub.* 3:2, 8, and so forth). The basic sense is that of indebtedness, and it is understood that notions of sin and guilt are often expressed in similar terms as legal terms (see Sokoloff *DJPA* 189, for nominal and verbal forms, and also see Levy 2:19–21). The term that can alternatively be read עקרנא “real property, land” or עקדנא “contract,” either of which reading would be an Arabism, is discussed in the COMMENTARY on P.Yadin 1:15. This same obligation on the part of the guarantor is apparently repeated below, in line 16.

**Line 15:** The triad דיין, דבב, and מומא is a merism: “suit, contest, oath,” namely, any claim whatsoever. On the history of this formulation see the COMMENTARY on P.Yadin 7:21, and Levine 2000a:843–44. A new clause begins with conditional והן “and if–.”

**Line 16:** The demonstrative is written defectively as אנו “those,” instead of the usual אנון (see the GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.II.iv). Beginning in line 16, and continuing into line 17, it is likely that two redundant statements are expressed, which we take to mean that in the event that the vendor does not clear the property of encumbrances, he, the guarantor, agrees to repay the purchaser the full cost. In the former statement this obligation is expressed as: כול דמי זבניא אנו “the full cost of these purchases,” and in the latter as: וכול דמי עקרנא־עקדנא “and the full cost of the real property (or: contract).” Unfortunately, the verb connoting repayment, אנתן “I will remit” encountered in

line 14, above, or a verb of similar meaning, is missing in the gap, although such a verb was quite certainly expressed. These two statements of commitment on the part of the guarantor are followed by another phrase, expressing the rights of the purchaser. This is expressed as: *תתבעין בציבות* “and everything to which you (fs.) will agree in accordance with the desire of–.” We would normally expect a word meaning “self” (*נפש*). The sense may be that there are no strings attached to the refund, but the text is too damaged to allow a sound interpretation.

**Lines 17–19:** Beginning at the end of line 17 and continuing into line 18 is the conventional formula, restored as: *ותל מראנא רבאל מלכא כות* “[and to] our lord, Rabʿel, the king, as well.” This formula is explained in the COMMENTARY on P.Yadin 2:13–14 and 8:9b. There then seems to appear a warning, somewhat obscured by a gap, prohibiting further claims: *ועראין ועראון לא ברשא* “and claims (or: deceptive acts) are not permitted.” The form *ועראין ועראון* is discussed in the COMMENTARY on P.Yadin 2:15.

The concluding statement is standard in the Nabatean legal documents, and peculiar to them. It has been discussed in the COMMENTARY on P.Yadin 2:17, where alternative interpretations have been offered. In the present case, as mentioned in the EPIGRAPHIC NOTES to line 19, the last word of the formula, which is the first word in line 19, seems to be *יתנו* “they will impose conditions(?),” which, if correct, would overrule the alternative reading *יתבו* “they will affix their signatures” whenever this formula occurs.

**Lines 20–26:** As noted, the VERSO (lines 20–26) contained the name of the principal, in this case, of the guarantor first, followed by the person who signed for him, and of five witnesses, if we include the name of the scribe (see the EPIGRAPHIC NOTES and the PHYSICAL DESCRIPTION).

## P.Yadin 6 (= 5/6Hev 6): A TENANCY AGREEMENT IN NABATEAN (119 CE)

Plate 55

Day and Month unknown, Year 14 of Provincia Arabia

### INTRODUCTION

P.Yadin 6 is a tenancy or management agreement executed in Nabatean between two Jews who were active in Galgala', a precinct of Maḥoz 'Eglatain (see GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: VENUES). Recourse to a Nabatean document, produced in the distinctive Nabatean cursive, in a case where both parties are Jews (and both witnesses as well), suggests the high degree of business interaction characteristic of the southern Dead Sea region at the time. Yoḥana', son of Meshullam, an 'Eingedite, addresses Yehuda', son of 'El'azar Khthousion, who is known to us from P.Yadin 10 and other documents as Babatha's second husband, in the second person, undertaking to act as a tenant-manager of the lands that Yehuda' owned in Galgala'. The agreement was to extend for a period of three years, the first of which was year fourteen of the Roman Provincia Arabia, founded in 106 CE; hence 119 or 120 CE.

Gaps in the papyrus leave us uncertain about some specific provisions of the agreement, but its general terms can be recovered. Most of the preserved text consists of delineating the tasks that Yoḥana' undertook to perform. He was to "sow" (the verb *z-r-ʿ*) and "work" (the verb *ʿ-m-l*) the lands, being obligated to provide the required seed himself and whatever would be needed to care for the crops, and prevent damage to the property. In line 10, the preferred reading *וּמְאָרִים* "and tilling" suggests that Yoḥana' was undertaking the usual duties of an *אָרִים* "tenant farmer" (see the COMMENTARY on lines 9–10), and his tasks included tending the property during the winter rainy season (*בַּשְׂתוּאָה*).

Returning to lines 6–8, we note the specific duties of Yoḥana', the tenant, which are introduced prepositionally in the first person as: *וְעָלִי* "and it shall be my obligation," followed by those of Yehuda', the owner, stated in the second person as: *וְעָלֶיךָ* "and it shall be your obligation." Further duties are again specified in lines 12–14, and are stated in the same way. Such formulaic repetition is the key to the structure of the present document.

The passages in which Yoḥana's compensation would have been specified are unfortunately broken. The clue to this aspect of the agreement is conveyed by the construction *תַּמְן חֶלֶק* "the price (or: one-eighth) of the *ḥalāq* of—" near the end of line 7, and by repetition of the term *תַּמְן* "price" (or: "one-eighth") near the beginning of line 11. It is unclear as to how such obligations were calculated, since the term *חֶלֶק* can connote either a "section" of the property, or a "share" of the price or the yield (see the COMMENTARY on line 8). Most likely, Yoḥana' was to receive a fixed share of the crop since there is no mention here of payment in currency.

## NABATEAN-ARAMAIC LEGAL PAPYRI

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 6.

Material: Papyrus.

Kind of script: Nabatean.

Kind of Document: Simple deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded; packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements: 19.6 x 12.8 cm.

Direction of fibers on Recto: Perpendicular to script.

Description of Damage: The bottom as well as all the left side of the document is missing. Judging by the average width of the other documents in this group, it seems that about a quarter is missing on the left side; it apparently fell to pieces when it was opened. At the bottom one or two folds are missing.

Joins: 10.4 cm from the top on the recto.

Direction of Folds: From top to bottom.

Height of smallest (upper) fold: 1.5 cm.

Height of largest fold: Ca. 2.2 cm.

Number of lines (including signatures): 20.

The body of the text: 16 or 17.

Signatures: (Surviving:) 3 or 4.

Height of text: Total: 19.3 cm.

Without the signatures: 18 cm.

Maximal Width of text: (surviving:) 11.6 cm.

Maximal Measurements of Margins:

Upper margin: No margin left (on purpose).

Lower margin: Missing.

Right margin: Ca. 0.8–1 cm.

Place and Direction of signatures: Recto; Parallel to the text.

Special notes concerning the signatures: The signature of the person in whose name the document was written is expected in line 18; illegible traces of letters survive in lines 17–18, however, and it may be that line 17 also contained a signature (in that case we have to assume that the person mentioned above did not sign with his own hand but that somebody else signed for him and added his own signature, as is evidenced in several documents from the Judean Desert). The remains in line 18 seem to be in the Aramaic script, whereas the script in line 17 has not been identified, but could also be Aramaic. The signatures surviving in lines 19–20 are of persons known from other documents in the Babatha's archive and are also in the Aramaic script. There may have been the signature of another witness at the bottom of the document, which is now missing, and perhaps even still another one, of the scribe or of an official.

Scribe: Yoḥana<sup>?</sup>, son of Makkuta<sup>?</sup>; the same hand as P.Yadin 9, 22 (subscription), and the Aramaic P.Yadin 8.

Description of Script: Extreme cursive. A rapid script written with a skilled hand.

Average height of medial *mem*: 0.4–0.5 cm.

Average space between lines: Ca. 0.5–0.7 cm.

P.Yadin 6: A TENANCY AGREEMENT

NH 6

<12.8 cm>

Recto

Handwritten Hebrew text in tenancy agreement format, consisting of approximately 15 lines of script. The text is written in a cursive style typical of the Second Temple period. The document is a tenancy agreement, as indicated by the title. The script is densely packed and covers most of the fragment's surface.

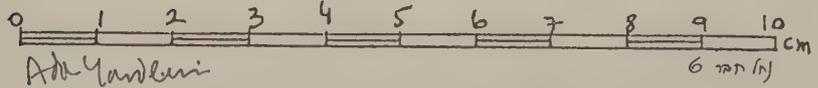


Fig. 31. P. Yadin (5/6 Hev) 6: Recto

P.YADIN 6: TEXT

- 1 על הפטית קלטור קיסר טר'נס הדרינס תלית'תא ודסניס ]
- 2 ה־ת־ע־ל־מ־נ־י־פ־כ־י־א־ב־ג־ח־ ]
- 3 יוחנא בר משלם ענגד־י־א־לך־אנת־י־ה־ו־א־ב־ר־א־לְעֹזֹר כְּתוּשִׁין ]
- 4 די־לך־בגלגלא־די־ ]־מ־י־ ]
- 5 הי־שנת־עשר־וארבע־לעללת־שנת־עשר־וחמש־ולעללת־שנת־
- 6 אהוא־זרע־ועמל־ועלי־יהוא־עמלא־וזרעא־י־הוא־ועמלא־ ]
- 7 ה־הוא־לי־מן־כל־ע־ ]־א־ע־ת־מ־ח־ל־ ]
- 8 ועליך־יהוא־חלק־קי־ ]־די־על־ארעא־הי־ודי־אהוא־מ־ ]־י־
- 9 ומשפֿר־ומחא־יהוא־וישנא־ת־ל־ ]־ת־מ־ל־די־ל־א־ ]־
- 10 ועמל־ומא־ס־כחליקת־עמל־ות־ ]־ת־א־די־ ]
- 11 יהוא־ת־מ־די־א־ל־ ]־ל־א־ל־ ]־י־ ]־י־ ]
- 12 ודי־אהוא־מח־ק־פ־מ־מ־ ]־מ־ג־ח־ק־ועקר־ותלש־ולא־קצ־ר־ ]
- 13 ומזק־ב־ז־נ־י־א־ב־ז־מ־ן־כדי־חזא־מ־מ־א־ה־ם־ם־ ]
- 14 אהוא־מ־ד־ר־מ־ן־ארעא־הי־מנדעם־בשתוא־והן־ ]־די־ ]
- 15 זעיר־ושג־י־א־ק־א־מ־ן־ ]־ ]־ ]־ת־ ]
- 16 ]־ע־ב־ר־א־מ־ן־י־ה־ב־ת־ר־ה־נ־ת־כ־ל־מ־נ־ד־ע־ם־ז־ע־יר־ו־ש־ג־י־א־ ]
- 17 ]־ת־ ]־ ]־ ]־ ]
- 18 ]־ ]־ ]־ ]
- 19 יהוסף־בר־חנניה־שהד
- 20 אליעזר־בר־חלת־יה־[שה]ד

P.Yadin 6: A TENANCY AGREEMENT

TRANSLATION

1 During the consulship of *Imperator* Caesar, Traianus Hadrianus, the third (consulship), and of ...  
Desenius...[...]  
2 ... according to the cou[ntin]g of this pro[vince], in ...[...][...][...]  
3 Yoḥana<sup>2</sup>, son of Meshullam, the ‘Einged[it]e, to you, you Ye[h]uda<sup>2</sup>, [son of] <sup>2</sup>El‘azar Khthousion [... *the*  
*parcel*]  
4 that is yours in Galgala<sup>2</sup>, which is ... [ *in Maḥoz ‘Eglatain...*]... of (**or**: from) [...][... that]  
5 is year fourteen, for the crop of year fifteen, and for the crop of ye[ar sixteen]  
6 I will do the sowing and be working (the land), and the ‘labor’ shall be my obligation, and the seed shall  
be (as well), and the ‘labor’ ...[...]  
7 [...] and there shall accrue to me (a share) from all ...[...][...] the price (**or**: one-eighth) of a share for [...]  
8 And your obligation shall consist of the share of ...[...][...] which is incumbent on that (parcel of) land.  
And that I will be ...[...]  
9 and making improvements and *keeping fruitful* ... [...]...which (**or**: that)...[...]  
10 and working and tilling (the land) according to the customary manner of working *and you shall [till]/...*  
and ...[...]  
11 shall be the price (**or**: one-eighth) that (**or**: of) ...[...][...][...]  
12 and that I will be ... from ... and uprooting and detaching, and not be cutting down (**or**: faling) [...]  
13 nor damaging these purchases, in the proper season, as is fitting ...[...]  
14 I shall be ... from that (parcel of) land, anything, during the winter. And if ... that (**or**: which) ...[...]  
15 small or large ... from [...]...[...]  
16 [...]... exclusive of (what) [I ha]ve paid (**or**: (what) [I ha]ve pledged), anything at all, small or l[arge, ...]  
17 [...]...[...]  
18 [...]...[...]  
19 Yehoseph, son of Ḥananiah, witness.  
20 <sup>2</sup>Eli‘ezer, son of ḤLT(!)YH, [witne]ss.

## EPIGRAPHIC NOTES

This document deserves detailed treatment of its readings. In addition to the gaps in the text, caused by tears at the folds, and the fact that the ends of all of its lines are missing, the script is extremely cursive, which gives rise to difficulties, since about half of the letters appear very similar to each other (Yardeni 2000c:B:[227] Chart B). Thus, the readings of many words are based on context rather than form.

**Lines 1–2:** After the word הפטית “consulship of–,” a designation usually followed by the titulary of the current Caesar is expected, namely: אוטקרטור (= *Imperator*), as has been restored in P.Yadin 8:1, and which is clearly legible in P.Yadin 7:1. What we have here are three letters: *qoph*, *lamed*, and apparently *ṭet* (*taw* may occasionally look the same as *ṭet*), yielding the combination: קלט. The first three and the last two letters are written as vertical, very slightly curved down-strokes, each of which may be read as *waw*, *zayin*, *daleth*, or *resh*. The first letter may stand for *aleph*. Putting together all of this information, we end up with the same interchange between *resh* and *lamed* observable in P.Yadin 8:1, yielding restored אוטקלטור. The reading of the name דסניוס (Desenius) is based on information supplied by H. Cotton, citing A. Degrassi (1952:35). In line 2 restore: על ג[ני]ן הפ[ך]ניה [דא] “according to the cou[n]tin[g] of this pro[vince],” the expected entry here, suggested by the two consecutive legible letters *he*<sup>2</sup> and *pe*<sup>2</sup>. Following this conventional formula in line 2 there is a sizable gap that likely contained the place name where the agreement was enacted, most probably [בג[לגלא] (cf. line 4).

**Lines 3–4:** Several simple restorations make line 3 almost completely legible. Thus, we restore ענגד[י]א “the ‘Einged[it]e” and further on י[ה]ודא[ן] בר [אלעזר כתושׁי] “Ye[h]uda<sup>2</sup>, [son of] El‘azar Khthousion.” Based on the extant text at the beginning of line 4, at the end of line 3, there may have been a word like ארעא “land,” or גנתא “plantation,” or even אתרא “site, parcel”; hence: “*the parcel that is yours in Galgala*.” As for line 4 itself, the subordinate clause that follows the place name Galgala<sup>2</sup> and begins with the relative די is severely damaged. Logically, the relative pronoun די would precede the locality in which Galgala<sup>2</sup> is found, namely, Maḥoz ‘Eglatain (cf. P.Yadin 2:3).

**Line 7:** For the first word in the line, the only certain letter is the final *he*<sup>2</sup>, while the reading of the first three or four letters is uncertain: ו/ד/רי/ג/חל/זה.

**Line 8:** Conceivably, the initial *mem* in what was the last, or next-to-last word in the line represents a participial preformative of a word that concludes with the subsequent final *nun*. This participle would perhaps have begun the series of participles appearing at the beginning of line 9.

**Line 9:** The reading of this line is conjectural.

**Line 10:** The reading of the second word is quite certain, although the letter preceding the *samekh* could be *waw* or *daleth* as well as *resh*, the latter of which yields the best meaning in context: ומארם “and tilling.” The fifth word, ות, immediately following עמל, is only partially preserved, the bottom of most of its letters missing in the hole. The top of the second letter looks like that of *taw* in the formal script style (rather than in the cursive), this differing from most of the *taws* in this document, except for that of בשתווא in line 14.

**Line 11:** After the words: יהוא תמן די “will be the price (or: one-eighth) that (or: of)” the remainder of the line is damaged.

**Line 12:** Although almost all letters in this line are preserved (except for the missing part on its left side), the interpretation of certain words remains unclear.

**Line 13:** After the first five words, the line has not been deciphered thus far. If the reading of the first three words is correct, the letter *zayin*, occurring in all of the first three words, seems to be connected to its immediately following letter (but not in the word חזוא in the same line).

**Line 14:** The second word consists of either three or four letters. After the initial *mem*, we have either another *mem* or possibly two letters (the first: *beth*, *kaph*, *nun*, or *zayin*; the second: *yod*, *beth*, *kaph*, or *nun*), whereas the last letter in the word seems to be a *resh*, but *daleth* and *waw* are also possible. In any event, we have a progressive tense: “I shall be” + participle, of which the preformative *mem* is evident. Compare the same textual situation at the end of line 8, above. Later in the line, a conditional clause begins with והן “And if–” and continues into line 15. The first letter in the word preceding די near the end of the line may be *yod*, *resh*, or *daleth*, or alternatively a distorted *aleph*. The following letters, written as a ligature, have not been deciphered thus far.

**Line 15:** The reading of the first two words is conjectural, but compare the first word with זעיר in line 16, where the reading is certain. Both words look very much alike. The rest of the line is too damaged to allow for reading.

**Line 16:** The beginning of the line is missing. The long, oblique stroke after the tear might be the bottom of final *ayin*, or the left part of a *samekh* (cf. the *samekh* of ומארם in line 10). A final *ayin* ends the following word, which has not been deciphered because the letters preceding the *ayin* resemble each other in their form and are written as a ligature. The word following מן ברא “exclusive of” cannot be read clearly. It may be possible to read [י]הבת “I have paid” or [ר]הנת “I have pledged” (see the COMMENTARY on line 16). In contrast, the ligature of מנדעם “whatever” is clear, and has its parallel in line 14, as well as in P.Yadin 9:6.

**Line 20:** The reading of the patronymic of the last witness is uncertain. The witness is likely

the same person as in P.Yadin 8:12 and elsewhere (see INDEX OF PERSONAL NAMES), but due to his idiosyncratic handwriting חלקיה appears here (and elsewhere) as חלתיה.

### COMMENTARY

**Lines 1–2:** For the typology of the triple date formula, see the COMMENTARY on P.Yadin 7:1–2.

**Lines 3–4:** On the identity of the principals, see INDEX OF PERSONAL NAMES.

**Lines 4–5:** The Arabism עללה “yield, harvest” is discussed in the COMMENTARY on P.Yadin 7:4.

**Lines 6–7:** The duties and compensation of the tenant-manager, stated in the first person, are here outlined, except that the part where the compensation had been specified is partially broken. It is incumbent on the tenant-manager to tend the property in the usual ways. In legal contexts, prepositional על, literally: “on,” often means “incumbent upon,” and functions as a way of indicating the assumption of debt, obligation, or being subject to penalty (see above, in the INTRODUCTION, and cf. below in the COMMENTARY on line 8). Hence: עלי “shall be my obligation,” literally, “on me.” This is a very ancient West Semitic usage that persists in Hebrew, Aramaic, and Phoenician-Punic (*DNWSI* 846, s.v. ʿל, meaning *λα* “used metaphorically”).

The verbal root *ʿ-m-l* “to labor,” and its derivatives, are common to Aramaic, Hebrew, and Arabic. Thus, Lane (2158–60, s.v. *ʿ-m-l*) lists occurrences of this root in various Arabic forms. Under VIII-form, he cites from the Taj el-ʿArus a formula employed in contracting with tenants or managers that sounds very much like our present statements: *dafaʿa ʿilayhim ʿardahum ʿalā ʿan yaʿamilūhā min ʿamwālihim* “He delivered to them their land on condition that they bestow their labors upon it;—or doing what is required to be done (upon it, of cultivation, and sowing, and fertilizing the palm trees, and guarding, and the like, from their own resources).” The activities and costs involved in accomplishing these tasks befall the tenant-manager. Forms of the verb *ʿ-m-l* are also attested in Early Aramaic, where both the relevant acts (“toil, labor”) and their frequent consequences (“trouble, harm”) are conveyed in the same way (*DNWSI* 870–71, s.v. ʿml<sub>1</sub> [verb] and ʿml<sub>2</sub> [noun]). Biblical Hebrew usage also attests meanings for עמל that relate to the results of labor, such as “profit, wealth” (Qoh 2:10 *et passim*; Ginsberg 1950). In contrast, Hebrew עמל may mean “harm, evil” (Num 23:21). In the present text, the participial form *ʿamēl* means “to labor, toil,” whereas the determined noun *ʿamlā* may have the connotation of “labor (costs), profit.”

The word תמן may represent the common Arabic term *tamanun* “price” (Lane 355), and it recurs in line 11. It is decidedly possible, however, that it is an Aramaic fraction meaning “one-eighth,” (*tuman/toman*; see e.g., *y. Soṭah* 1:7 [17a]); hence: “the price of the share (or: one-eighth of the share).” The West Semitic term חלק (again in line 8) is ambiguous in the

sense that it can refer to something physical, namely “section, area,” or to something more abstract, namely “share” (see the COMMENTARY on P.Yadin 2:5–8; Levine 2000a:844–46). It seems that the abstract connotation is more appropriate, and it persists in later Arabic documents. This is to say that the tenant-manager bore the price (**or**: an eighth) of a share of something; precisely what it is cannot be read.

**Line 8:** Shifting to the second person, the text proceeds to specify the obligation to be borne by the owner. The damaged word after חלק starts with *qoph* perhaps followed by *yod*. This is then followed by: די על ארעא הי “which is incumbent on/located on that (parcel of) land.” The reference may either be a payment owed in connection with this parcel of land, or, more literally, to a structure actually located on the property, or even to a section of the property. At the end of line 8, the text shifts back to the first person and goes on to specify the duties of the tenant-manager, continuing through lines 9–10.

**Lines 9–10:** The duties of the manager continue, stated in the first person, although both lines are only partially deciphered. Line 9 begins with two active participles: ומשפר ומחא, and line 10 begins with two further participles: ועמל ומארם. Comment has already been offered on the root *ʿ-m-l* (above, line 6). The verb *š-p-r*, probably in the Pa<sup>c</sup>el stem, means “to improve,” in the way we today refer to “improvements” carried out on real estate. This root is well attested in early West Semitic usage in the Qal stem, meaning: “to act well, to please,” and in the adjectival form *špyr* (= *šappîr*) “goodly, authentic” (*DNWSI* 1184–85). In later Hebrew and Aramaic, the Pi<sup>c</sup>el/Pa<sup>c</sup>el is, indeed, attested for this root (Levy 4:599; Sokoloff *DJPA* 563–64), although the usual way of indicating improvements in the Jewish sources is by forms of the verb *š-b-ḥ* (Sokoloff *DJPA* 534, s.v. #2 שבה). As for the suggested reading ומחא, it may represent a defective writing of the Pa<sup>c</sup>el participle ומחא “and keeping alive, fruitful” (Sokoloff *DJPA* 198, s.v. חיי vb. Af.). This participial form of the verb possibly recurs below, in line 12 (third word).

As for the participle ומארם, we have abundant evidence bearing on forms of the root *ʿ-r-s* from Jewish and Christian Aramaic sources. It is best taken as a denominative of the noun אריס “tenant farmer, sharecropper,” literally: “tiller” (Sokoloff *DJPA* 74–75; Levy 1:172, s.v. אריס), terminology that harks back to the Akkadian verb *erēšu*, a cognate of Hebrew *ḥ-r-š* “to seed by drilling seed into a furrow by means of a seeder-plow, to cultivate or plant a field” (*CAD E* 285ff., s.v. *erēšu* B, and *ibid.* 304–6, s.v. *errēšu*). On this basis, participial מארם means, literally: “doing the work of a tiller.” For this meaning, Levy cites *b. ʿAbod. Zar.* 21b: אריסא אריסותא קעביד “a tiller does his tilling!” The verb *ʿarasa* “to till” and related forms are listed in some Arabic dictionaries (Wehr 1971:15). Further on in line 10, it might be possible to read: ותארם “and you shall till.” The sense is that one undertakes the obligations of the אריס.

**Lines 11–13:** Line 11 speaks of the price (**or**: an eighth) of something or other, resuming the

reference to the same word in line 7. The rest of line 11 is severely damaged. In line 12 we have a series of active participles describing activities that are not allowable. The first of these begins as:  $\circ\circ$   $\text{מח}$  (the third word in the line), which may be identical to the second word in line 9,  $\text{ומחא}$ , discussed above, or may represent another word.

After an unintelligible part of the line, the activities resume with the participial form  $\text{ועקר}$  (= *we'āqar*) “and uprooting,” a frequent verb in Aramaic/Late Hebrew (Sokoloff *DJPA* 416–17; Levy 3:687–89). This verb occurs in Early Aramaic (*DNWSI* 882–83, s.v.  $\text{qr}_1$ ,  $\text{qr}_2$ ). “Uprooting” is paired with  $\text{ותלש}$  (= *wetālēš*) “and detaching, tearing out,” and shares its meaning (Sokoloff *DJPA* 583). The next activity is referred to negatively:  $\text{ולא קצר}$ . The verb *q-š-r* most often connotes “reaping, harvesting” and is a positive act, occurring in connection with grain, whereas the verbs  $\text{q-r}$  and  $\text{t-l-š}$  suggest uprooting what grows, which would be a forbidden activity. The same is true of  $\text{ומזק}$  “and causing damage,” at the beginning of line 13.

We are left with the problem of explaining usage of the verb *q-š-r* to describe a destructive act, one to be avoided rather than the productive act of reaping. An appropriate meaning would be “to cut down” in a destructive way, and, indeed, the Aramaic *nomen agentis*  $\text{קצור}$  (= *qāšôr*), literally, “reaper” is a way of referring to one who annihilates, cuts down (Sokoloff *DJPA* 500–1). An alternative, suggested most specifically by usage of Arabic *qašara*, would be to translate “and not failing, falling short of, desisting,” which is logically followed in the legible text by  $\text{ומזק}$  “(nor) causing damage” at the beginning of line 13 (Lane 2532–34, s.v. *qašara*). In summary, we probably have a series of required activities followed by another series of forbidden activities. Because of the uncertain reading, however, we are unable to explain the precise meaning of this clause.

**Lines 14–15:** The reading of the participle that follows the verb  $\text{אהוא}$  “I will be” is missing. It is also possible that the verb  $\text{אהוא}$  was preceded by negative  $\text{לא}$ , missing at the end of line 13. We may surmise that line 14 states the requirement that the tenant must not neglect anything needed for the proper care of the property  $\text{בשתוא}$  “during the winter.” This noun has been subject to various spellings in Hebrew and Aramaic, usually spelled with *samekh* rather than *šin*. Cf. Sokoloff *DJPA* 390, s.v.  $\text{סתב}$ , noting the variant  $\text{סיתווה}$ , and see Levy 3:598–99, and note late biblical usage in Song 2:11:  $\text{כי הגה הסתו עבר הגשם חלף הלך לו}$  “For behold, the winter has passed; the rain has disappeared into the distance.” Arabic attests forms with *shin*, such as *šita(w)un* “winter” (Lane 1503–4), suggesting that in the present document, this may have been used as an Arabic word (but see GENERAL INTRODUCTION: GRAMMAR: NABATEAN-ARAMAIC.I.d.). The tenant must tend the property during the winter, or rainy season. Line 14 introduces a conditional clause beginning with legible  $\text{והן}$  “And if–,” which continues in line 15. We may surmise that the tenant is stating an overall obligation that he is assuming.

**Line 16:** In this damaged line, the tenant is possibly stating that he has made full payment

P.Yadin 6: A TENANCY AGREEMENT

and may not be required to pay anything more. Legible is part of the formula of disavowal which is preferably to be read: בָּרָא מִן [י]הֵבֵת “exclusive of what I have paid,” although we would expect the relative particle דִּי “that, which” preceding the verb. It may also be possible to read: בָּרָא מִן [ר]הֵבֵת “exclusive of what I have pledged.” Since the text is broken preceding this part of the formula of disavowal, we cannot be fully certain of its import.

**Lines 17–20:** See the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES.

## P.Yadin 9 (= 5/6Hev 9): A WAIVER (?) IN NABATEAN-ARAMAIC

Plate 56

Day and Month unknown, Year 17 of Provincia Arabia;  
Year 5 of Hadrian

### INTRODUCTION

Because this document is so fragmentary, much basic information is irretrievable. The text most likely refers to a sale in line 7: **בּוֹבְנִיא אֱלֵה**, “regarding these purchases,” although the reading is conjectural. A sale is explicitly referred to in line 8: **וְכֹל דְּמֵי זִבְנִיא אֱלֵה** “and all the costs of these purchases.” Nonetheless, this document is not formulated in the usual manner of sale contracts, and may rather represent a waiver of claims pursuant to a sale instead of an actual record of sale. In line 3, the only legible word is **אֲנֵה** “I,” indicating that a person identified in line 5 as a certain Yoseph is speaking. It is he who states in line 6 that the other party does not owe him anything more. No clue is left as to the nature of the property itself. The amount paid for the property, or still owed for it, is stipulated as twenty sela’s of Tyrian silver. It is to be assumed that a parcel of land was sold, and that the vendor granted the usual clearance to the purchaser (line 6, and following). The name of the purchaser, addressed in the second person, is irretrievable in the main body of the document (but see below). The legible portion of line 9 records the additional, customary payment “to our lord, Caesar.” In the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES it is explained that in line 10 we would expect the signature of the person in whose name the document was written, and it seems that the name of Yehoseph appears there. Three witnesses sign in lines 11–13, whereas line 14 perhaps contained the name of an official who had the document written. The scribe is Yohanaʿ, son of Makkutaʿ, who also wrote P.Yadin 6 and 8, and the subscription of P.Yadin 22.

The function and content of Fragments A and B remain unclear. Fragment A, line 2, mentions a certain man whose own name is missing, leaving only his patronymic, “... the son of Somalaʿ (= **שְׁמֵלֵא**).” P.Yadin 18, a Greek marriage contract from Maḥozaʿ, dated 5 April 128 CE and bearing an Aramaic subscription, records a marriage between a grandson of a certain Somala (**Σωμᾶλα**), named Yehudah Cimber, to Shelamzion, the daughter of Yehudah, son of ʿElʿazar Khthousion (Lewis 1989:76–82). That “son of Somala” was named Ḥananiah in the Aramaic subscription. Thus far, we have Jewish names. In the present contract, this name is followed by that of another person, in a genitive construction: **וְדֵי אֲצִלַּח** “and of ʿAṣlah,” after which several words are partially preserved, but unintelligible. The fact that two persons are listed raises the possibility that at least one of them may have been a guarantor, but this is mere speculation. FRAGMENT B is entirely unintelligible.

## PHYSICAL DESCRIPTION

Number of Document: P.Yadin 9.

Material: Papyrus.

Kind of script: Nabatean.

Kind of Document: Simple deed.

The Group of documents to which it belongs: Babatha's archive.

Condition at time of discovery: Folded; packed together with thirty-four other documents. Partly damaged, mainly at the folds. Holes caused by insects.

Maximal Measurements of the large fragment: Ca. 16.3 x 18.5 cm.

Direction of fibers on Recto: Perpendicular to the text.

Description of Damage: Five fragments survived from this document, including one from the upper right corner and a large one of the lower part of the deed; the placing of these two fragments is conjectural. The large fragment suffered some damage at the folds. In addition, a large part at its top and of its upper right side is missing. Two of the small fragments have not been placed so far.

Joins: No join is visible.

Direction of Folds: From top to bottom.

Height of smallest (upper) fold: Ca. 1.3 cm.

Height of largest (lower) fold: 2.6 cm.

Number of lines (including signatures): 14, assuming that the reconstruction of the fragments is correct; this reconstruction is conjectural, however, and perhaps more text is missing in between.

Body of the deed: 9 + part of line 10.

Signatures: 4 + part of line 10.

Height of text: Total: Ca. 17 cm.

Body of the deed: Ca. 12 cm (?).

Maximal Width of text: Ca. 16 cm.

Maximal Measurements of Margins:

Upper margin: No margin left (on purpose?).

Lower margin: 1.8 cm (excluding the long *he'* at the end of line 14).

Right margin: Ca. 1.6 cm.

Place and Direction of signatures: Recto; parallel to the text.

Special notes concerning the signatures: The signature of the person in whose name the deed was written is expected in line 10, which, however, suffered great damage. The remains of the letters at the beginning of this line are in the Nabatean script and this seems to be the end of the body of the deed, whereas the following remains are in the Aramaic script; the name Yehoseph seems to appear here, as expected. Two signatures of witnesses follow in lines 11–12, both in the Aramaic script. These are followed by the Nabatean signature of Yoḥana', son of Makkuta' (line 13), who is known from other Naḥal Ḥever documents. Still another person, whose role is unclear, signed in the Nabatean script in line 14; one would expect here the scribe's signature, but the handwriting differs from that of the document. Therefore we may assume that he was an official confirming the deed.

Scribe: Yoḥana', son of Makkuta'; the same hand as P.Yadin 6, 22 (subscription), and the Aramaic P.Yadin 8.

Description of Script: Extreme cursive. A rapid script written with a skilled hand.

Average height of medial *mem*: 0.5–0.8 cm.

Average space between lines: 0.7–1 cm.

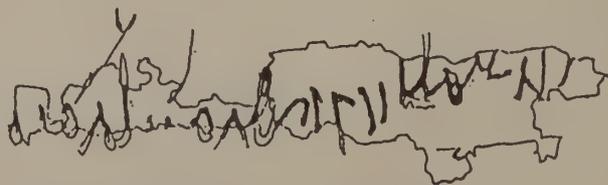
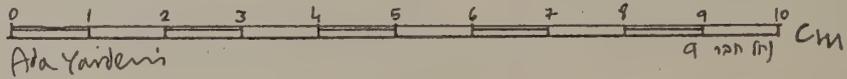
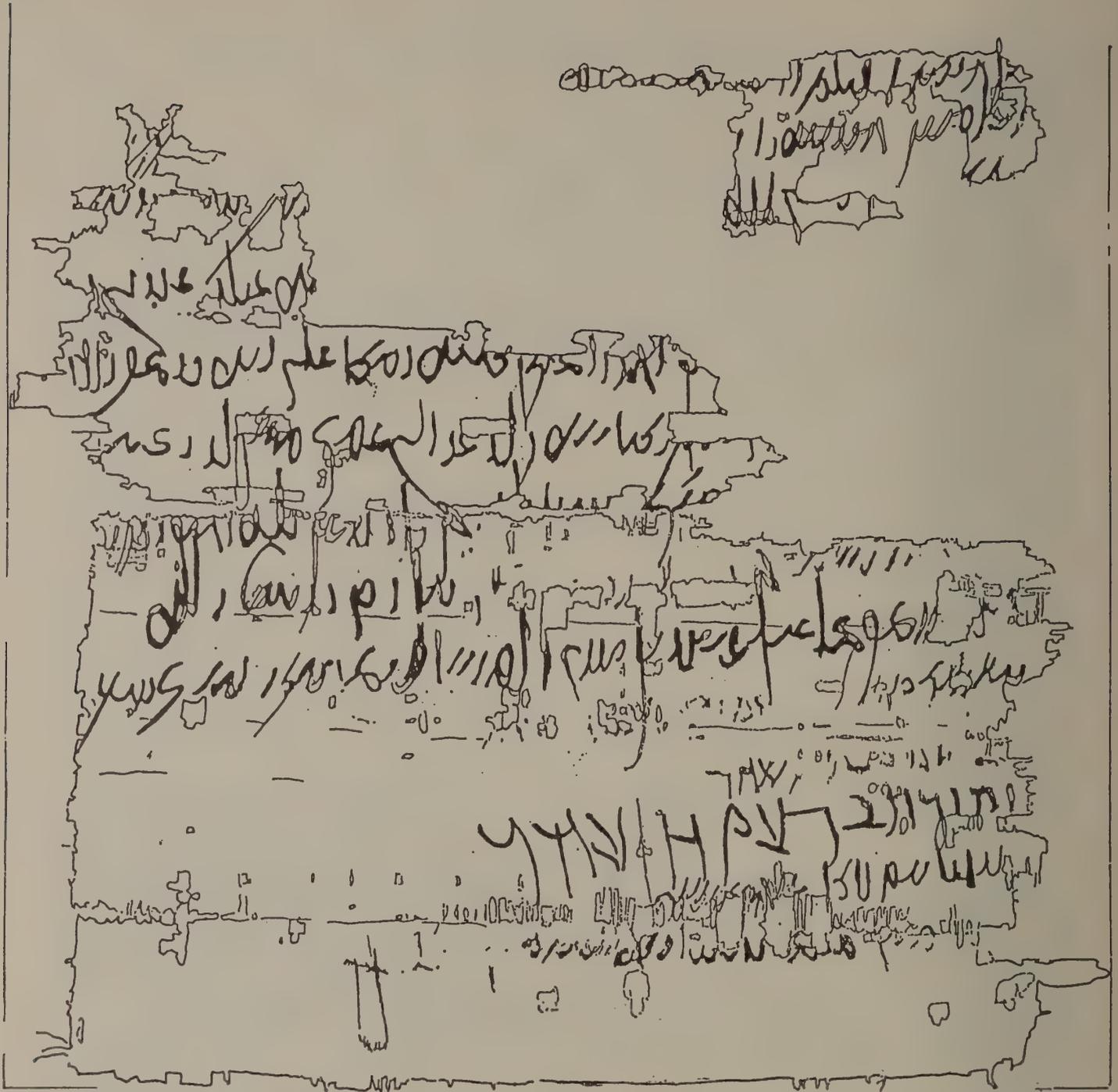


Fig. 32. P. Yadin (5/6 Hev) 9: Recto and fragments

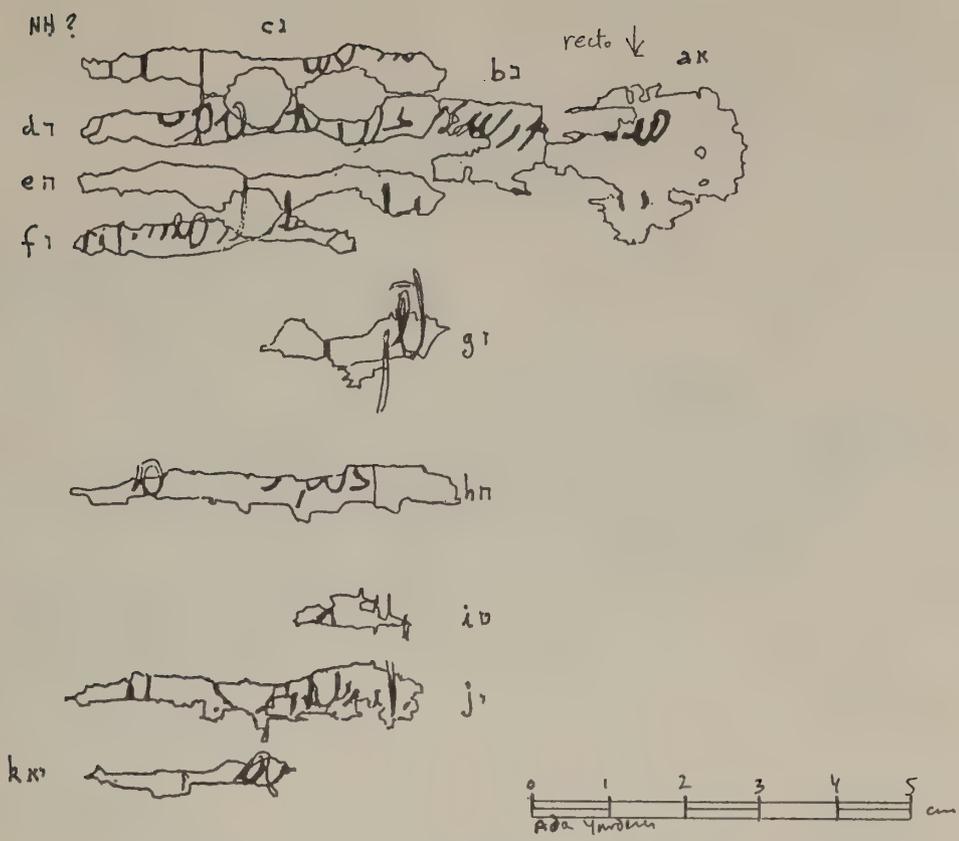


Fig. 33. P. Yadin (5/6 Hev) Unclassified fragments (on the same Plate with no. 9): Recto

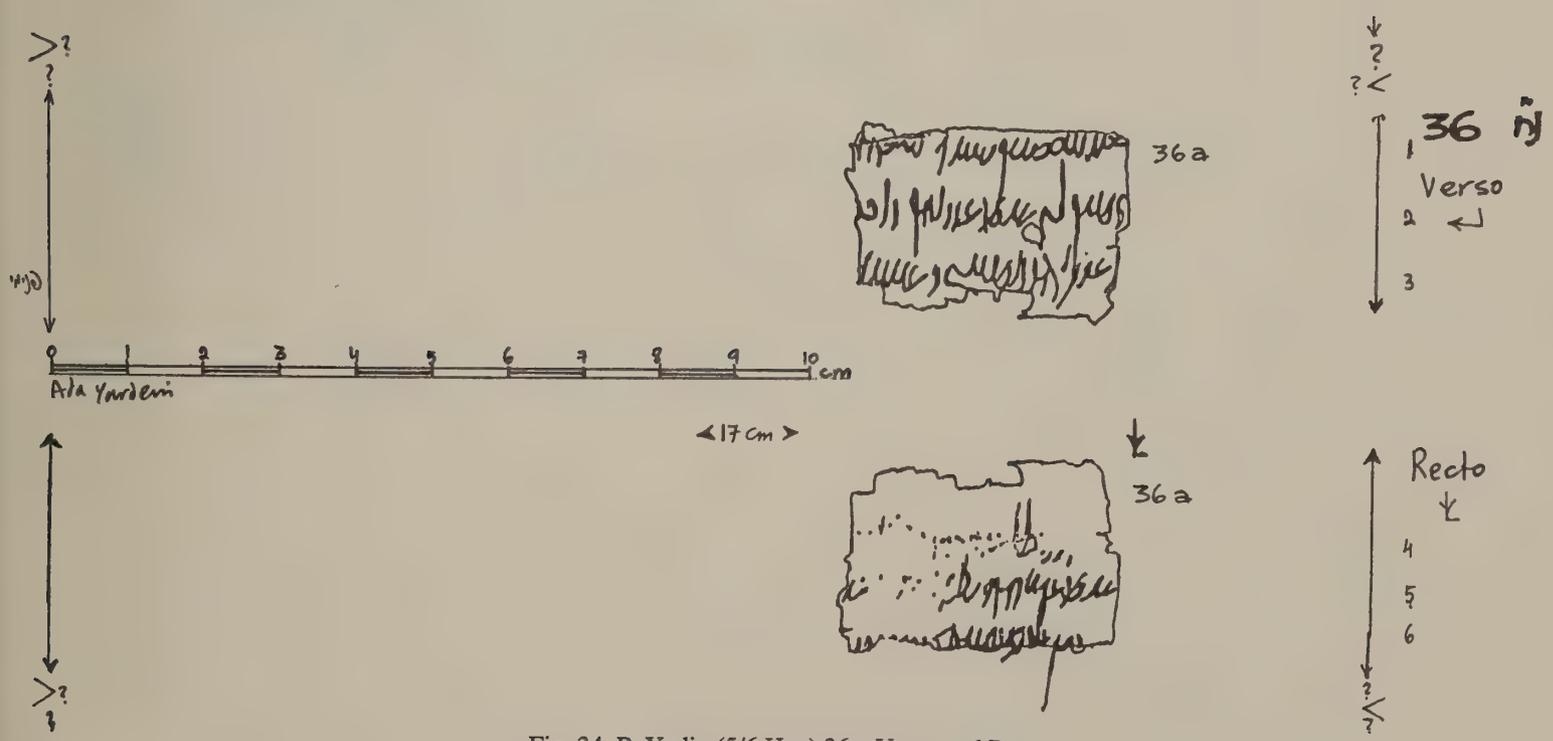


Fig. 34. P. Yadin (5/6 Hev) 36a: Verso and Recto

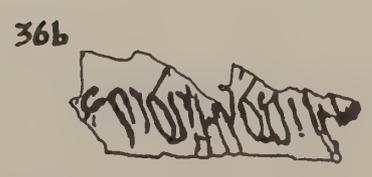


Fig. 35. P. Yadin (5/6 Hev) 36b: Recto



P.Yadin 9: A WAIVER (?)

TRANSLATION

RECTO

<sup>1</sup> During the consulship of Acilius Auiola [...]  
<sup>2</sup> and according to the c[ounting of] this [provin]ce ...[...].  
<sup>3</sup> [...]... I, [...]...  
<sup>4</sup> [...]...[...].  
<sup>5</sup> [...]... And I have received, I, this (same) Yoseph  
<sup>6</sup> [...]... this writ. And nothing whatever... *remains* of mine, with you, neither small  
<sup>7</sup> [nor large ...] from you [regarding] these purchases from any person, far or nea[r].  
<sup>8</sup> [...]... from (**or**: of) ...[...]. And all of the costs of these purchases  
<sup>9</sup> [...] in silver, twenty sela<sup>s</sup>, Tyrian; and to our lord, Caesar, as well.  
<sup>10</sup> ...[... ]*Yehoseph(?)*[...]  
<sup>11</sup> [...]... son of ...[...], witness.  
<sup>12</sup> Yehudah, son of Shim<sup>c</sup>on, witness.  
<sup>13</sup> Yoḥana<sup>2</sup>, son of Makkuta<sup>2</sup>, witness; written by his own hand.  
<sup>14</sup> [...]..., son of ...; he is[su]ed it.

FRAGMENT A

<sup>1</sup> [...]...[...]  
<sup>2</sup> [...]..., son of Somala<sup>2</sup>, and of <sup>2</sup>Aṣlah<sup>2</sup> ...[...].

FRAGMENT B

<sup>1</sup> [...]...[...]  
<sup>2</sup> [...]...[...]

## EPIGRAPHIC NOTES

Like P.Yadin 6, this simple deed (having the signatures on its RECTO) is written in an extreme cursive hand, with many ligatures of letters. Half of the letters look so similar to each other that reading them depends more on context than on form.

**Lines 1–3:** The beginnings of the first three lines survived on a small fragment comprising the upper right corner of the text. It appears that the ends of lines 2–3 survived on the main fragment, but because of the fragmentary condition of these three lines, the given restoration remains conjectural and would require further examination of the fibers on the VERSO. The restoration of the name אַוִּילָה (= Auiola) is based on its first two letters, the reading of which is fairly certain. The initial statement begins in line 2 and continues into line 3. In line 2, after the restored entry: וְעַל מְנִיַן הַפְּרָכִיָּה דָא “and according to the co[unting of] this [prov]ince,” remains of an oblique down-stroke are visible that may indicate the expected letter *shin* of the word שְׁנַת “year of-,” which would then be followed by the number seventeen or eighteen. In line 3, only the word אֲנִי “I” is legible, after which the name of the speaker, Yoseph, is expected, followed by his patronymic, as in line 5, below.

**Line 4:** Only the last words have partially survived, without yielding meaningful readings. Two of the words, which appear to be almost intact, begin with *ayin*; the former attests a clear *lamed*, and the latter a final *yod*, but the rest of the letters are ambiguous.

**Lines 5–6:** About two-thirds of line 5 have survived, but only the last third of it yields a meaningful reading. The clause that begins at the end of line 5 continues into line 6. After the long gap in line 6, the rest of the line is legible. The preferable reading is עֲדָא (see the COMMENTARY on lines 5–6, below).

**Line 7:** The fixed character of formulae of clearance allows us to restore: וְלֹא שְׁגִיָּא “nor large” at the beginning of line 7 with virtual certainty. This leaves a gap of about two words that are missing in the tear, which begins a new clause continuing with מִנְּךָ (“from you”). The restoration: [ב]זְבֻנֵּיָא אֵלֶּה “[regarding] these purchases” is conjectural, but strongly indicated by immediate context. We complete: [ב]וּקְרִי “and nea[r]” further on in this line.

**Line 8:** Unidentified remains of letters survived below the tear, close to the beginning of this line, which progresses with a slight slant down to the left. Only about a third of the line, toward its end, has been deciphered. If the reading וְכַל is correct (and not בְּכַל, for instance), a new clause begins there, which continues into line 9.

**Line 9:** The first word is severely damaged. The reading בְּכַסְפָּא is based primarily on the formula that follows, since only the *samekh* and the *pe* are certain, whereas the two down-strokes that precede the *samekh* hardly resemble *beth* and *kaph*. The end of this line is

enigmatic even though remains of letters are preserved.

**Line 10:** The last half or so of the line is vacant, whereas the former half preserves some letters. It is in this line that we would expect the name of the person on whose behalf the document was written, Yehoseph, followed by the entry על נפשה, “on his own behalf” (see the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES).

**FRAGMENT A:** Line 1 preserves only a couple of letters: ]ע[ ]ן[ ]. The beginning of line 2 lacks the first name of שׁמלא °[. The rest of the line reads: ]°° לחמ°° (see the INTRODUCTION, above).

**FRAGMENT B:** The remains of the text in lines 1 and 2 are too few to yield a context.

### COMMENTARY

**Line 5:** For a discussion of the Aramaic formula ומטא עלי, see the COMMENTARY on P.Yadin 2:8.

**Lines 6–7:** Although broken, these lines undoubtedly contained a routine clearance formula that covered all provisions of כתבא דנה “this writ.” In the Nabatean documents from Naḥal Ḥever, the term שטר “written document” is more often employed, but כתב (= *ketab*) also appears in Nabatean, especially in the tomb inscriptions (Healey 1993:95 on H 4:5, and especially see 115–17 on H 8:3, for the term כתב תקף “a document in force”; also see the COMMENTARY on P.Yadin 2:5 and Levine 2000a:846). Cf. also P.Yadin 1:23 (and the COMMENTARY *ad loc.*); P.Yadin 22:32, 33; P.Yadin 36; and XḤev/Se 8a:14 (as restored: כ[תב]א דנה “this writ” [Yardeni 1997:36]). The Arabic term *kitābun* likewise connotes a variety of written documents (*WKAS* 1:41, s.v. *kitābun*. Also see *DNWSI* 546, s.v. *ktb*<sub>2</sub>).

There follows a statement by the person on whose behalf the document was written that the other party owes him nothing more. This is the force of prepositional עמך “with you” (see the COMMENTARY on P.Yadin 1:2). The second half of line 6 is potentially legible, but not fully comprehensible. Syntactically, the subject of the clause מנדעם is ולא עדא לי עמך מנדעם “(nothing) whatever,” which characteristically comes at the end of the clause. The overall sense is clear: the speaker is stating that the other party owes him nothing more. Elsewhere we have encountered in this slot the formula מנדעם לי עמך מנדעם “And I have nothing whatever with you” (cf. XḤev/Se 13:8; P.Yadin 1:2/13). This is to say, “You owe me nothing.” In this light, one would expect the word עדא, if that is the correct reading, to represent a stative verb, meaning something like “to remain, carry over.” Aramaic ‘-d-y connotes departure, passing through or away (Dan 4:28; 7:14; Sokoloff *DJPA* 396–97; Levy 3:621) and the same is true of Arabic ‘*adā* (Lane 1977–81). Conceivably, the phrase עדא לי could mean “passing to me, coming to me,” with the form עדא taken as a participle (= ‘*ādē*’); hence: “Nothing whatever *is coming* to me.”

## NABATEAN-ARAMAIC LEGAL PAPYRI

An alternative would be to take the form אדע as Arabic *‘ida* “promise” (Lane 1969). This term occurs regularly in Arabic sale documents from the Cairo Genizah. See Khan’s discussion (1993:33), where he cites the recurrent formula: *širā ṣahīḥan lā šarṭ fihi walā ḥiyar, walā ‘ida* “a valid purchase, there being no condition in it, no option, and no promise.” On this basis, we would translate, “And I have no promise for anything, whatever, with you; neither small [nor large].” As Khan explains, Arabic *‘ida* often occurs in such documents as a replacement for Arabic *wāḍun* “promise”; thus, that functional meaning.

**Lines 8–9:** In line 8 there is reference to full payment for the purchases, further specified in line 9 as twenty Tyrian sela’s. On the monetary units, see the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: CURRENCY. There follows a reference to the payments due to Caesar: וּלְמֶרְאָנָא קִיסָר כּוּת “and to our Lord, Caesar, as well.” The import of this provision is discussed in the COMMENTARY on P.Yadin 2:13–14 and 8:9b.

**FRAGMENT A:** In line 2, we have two personal names: the name אצלִה is well attested in Nabatean-Aramaic (Negev no. 139). The name שמלא (Σωμала) has been discussed in the INTRODUCTION, above. As noted in the INTRODUCTION, the function of these fragments remains unclear. Nevertheless, they belong to the body of the contract.

# **THE BAR-KOKHBA LETTERS**

## HEBREW AND ARAMAIC LETTERS

<i>Text</i>	<i>Sender</i>	<i>Addressee(s)</i>	<i>Lang.</i>
P.Yadin 49	Shim'on, son of Kosiba'	Mesabala;	Hebrew
P.Yadin 50	Shim'on, son of Košibah	Yehonathan, son of Bayan; Yehonathan, son of Bayan; Mesabala, son of Shim'on	Aramaic
P.Yadin 51	Shim'on	Yehonathan, son of Bayan; "the rest of the Eingedites"	Hebrew
P.Yadin 53	Shim'on, son of Kosibah	Yehonathan, son of Bayah	Aramaic
P.Yadin 54	Shim'on, son of Kosibah (issued by Shemuel, son of Ammi)	Yehonathan; Mesabala	Aramaic
P.Yadin 55	Shim'on, son of Košibah	Yehonathan; Mesabala	Aramaic
P.Yadin 56	Shim'on, son of Kosibah	Yehonathan, son of Bayan; Mesabala; the son of Ḥayyāṭa'	Aramaic
P.Yadin 57	Shim'on	Yehudah, son of Menasheh	Aramaic
P.Yadin 58	Shim'on	Yonathan; Mesabala	Aramaic
P.Yadin 60	Shim'on?	Yehonathan	Aramaic
P.Yadin 61	Shim'on, son of Kosiba	The people of Tekoa	Hebrew
P.Yadin 62	Shim'on?	?	Aramaic
P.Yadin 63	Shim'on, son of Kosiba	??; Mesabala	Aramaic

**P.Yadin 49 (= 5/6Hev 49): A HEBREW LETTER  
FROM SHIM'ON, SON OF KOSIBA'**

Plate 83

**INTRODUCTION**

P.Yadin 49 is a Hebrew letter, written in two columns, of which the left column has only partly survived (see below, in the EPIGRAPHIC NOTES). It was addressed by Shim'on, son of Kosiba' to "the men" of 'Ein Gedi, primarily to his two agents there, Mesabala' and Yehonathan, son of Ba'yan, chiding them for enjoying their own comforts while others are in need. Shim'on is critical of the fact that a boatload (or possibly, boatloads) of fruit that docked at 'Ein Gedi had not been unloaded, suggesting that the agents have not been doing their job. They should be more concerned for their "brothers" and the children (and wives, too, mention of whom usually accompanies mention of young children, and may have appeared where there is a gap in the text). Other instructions were probably contained in Column II, but they are illegible. Shim'on issues a not-too-subtle warning, also evident in others of his letters, that such behavior is receiving his attention. There is no date given, but since all three of the Hebrew legal papyri and one of the Aramaic legal papyri within this collection are dated during the third year of Shim'on's administration, it is quite possible that the present letter dates to the same year. According to Yadin (1971:134), the letters may have been brought by Yehonathan's wife when she fled into the cave; the circumstances, however, are unclear.

## HEBREW AND ARAMAIC LETTERS

### PHYSICAL DESCRIPTION

Number of Document: P. Yadin 49.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: Ca. 9.5 x ca. 18[+?] cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: About a quarter of the papyrus sheet has fallen to pieces on its left side, four or five small, narrow fragments of which have survived.

Joins: No join visible on the recto.

Direction of Folds: Sidewise; from right to left?

Height of right fold: 2.1 cm.

Height of largest fold: Ca. 3 cm.

Number of lines:

Main text: 14 [15?] in two columns (col. I: 8; col. II: 6 [7?]).

Signature: [1?; see below].

Height of text:

Main text (including ascender of *lamed*): Col. I: ca. 9 cm; col. II: ca. 6 cm.

Maximal Width of text:

Main text: Col. I: ca. 12.8 cm; col. II: 5[+?] cm.

Maximal Measurements of Margins:

Upper margin (including the ascender of *lamed*): Ca. 1 cm.

Lower margin: Col. I: no margin left; col. II: ca. 1.7 cm.

Right margin: 0.1–0.3 cm.

Place and direction of signature: ? (recto; parallel to the fibers [see below, Special notes concerning the signature!])

Special notes concerning the signature: An ascender of *lamed* is visible at the lower edge, below col. II. This may be a remnant of a blessing, perhaps (but not necessarily) followed by a signature.

Scribe: Unknown.

Description of Script: A "Jewish" cursive script, written by a practiced, idiosyncratic hand with a worn-out reed pen or with a rough piece of wood. Relatively large letters, largely varying in size, with only a few ligatures. (Key letters: *daleth* with a large serif, occasionally cutting through its "roof"; long *ayin*; *shin* with a long left stroke; *taw* with an additional "hook" descending from its left stroke).

Main text:

Average height of medial *mem*: Ca. 0.4 cm.

Average space between lines: Ca. 0.6 cm.

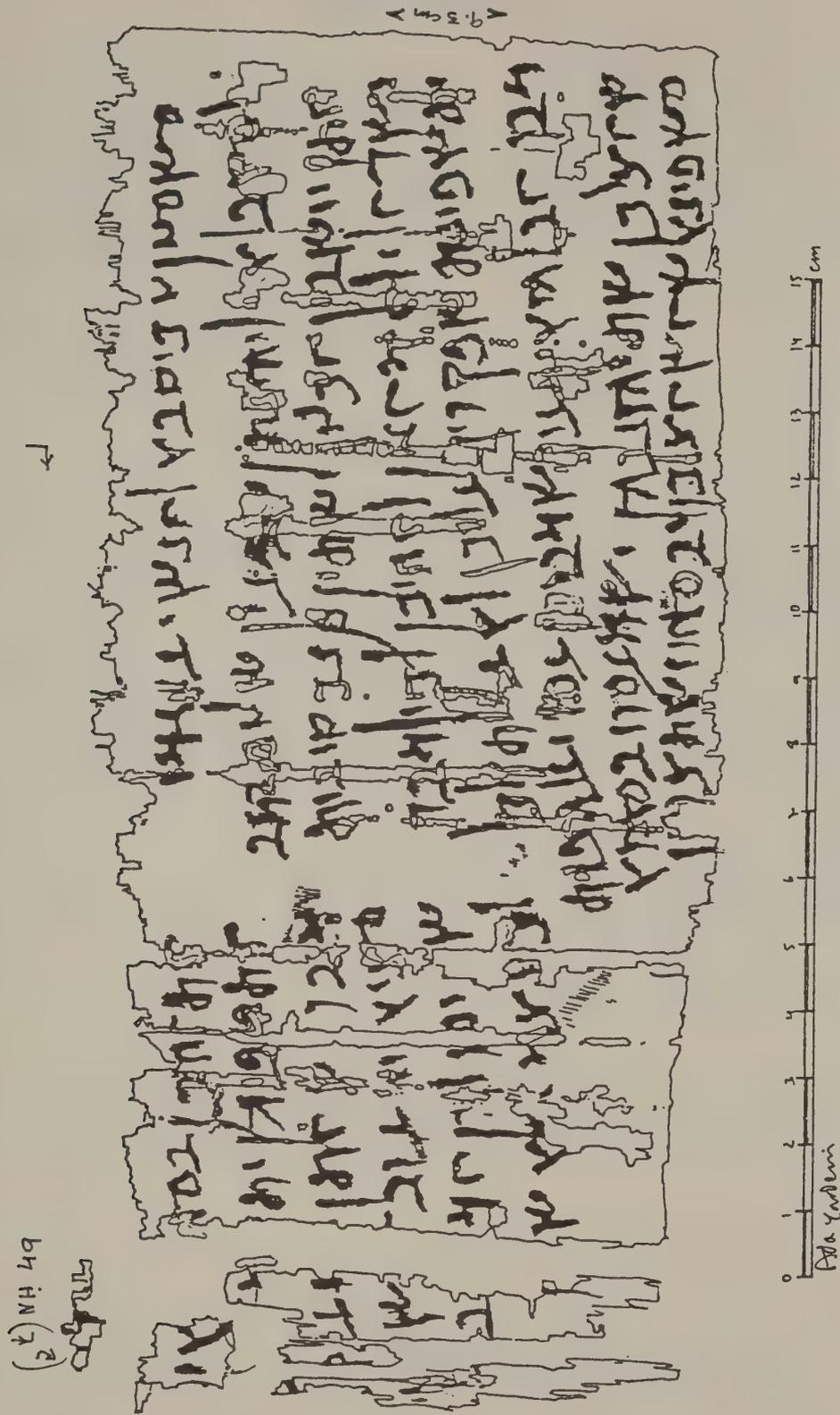


Fig. 36. P. Yadin (5/6 Hev) 49: Recto

HEBREW AND ARAMAIC LETTERS

P.YADIN 49: TEXT:

COLUMN II	COLUMN I
9 את אחיכּן במח[וּ] ובמח[נה] א ו° ]	1 משמעון בר כוסבא לאנשי עינגדי
10 את טפ[י]הן ות° [ ] ד ]	2 למשבלא וליהונתן בר בעין שלום בטב
11 דבר שאתן ° [ ] וע ]	3 אתן יושב[י]ן אכלין ושתין מן נכסי בית
12 מצוא ויערב א° [ ] ש ]	4 ישראל ולא דאגין לאחיכּן לכול דבר
13 שאומרש°° ימר להן אד [ ] ב ]	5 ותשפינת שפקרון ושפקרין על[י]כן לא עללתן לכול
14 לכול צד הוא ש[ל]ם	6 דבר אבל הוא ידעין שדברכן עמי ועל הפרת
	7 שאצלכן שתזהרו בהן ושתעמרו במהרא
15 ]ל [ ]	8 משפינא שאש אצלכן ובמהוז שתצרו°° ושתצרו°ן

TRANSLATION

**COLUMN I (RIGHT):**

- <sup>1</sup> From Shim'on, son of Kosiba' to the men of 'Ein Gedi;  
<sup>2</sup> to Mesabala' and to Yehonathan, son of Ba'yan: Peace! In good (circumstances)  
<sup>3</sup> you are dwell[i]ng; eating and drinking of the property of the House  
<sup>4</sup> of Israel, but showing no concern for your brothers in any manner.  
<sup>5</sup> And (as regards) the boat(s) *which they have inspected* at your place—you have not done any-  
<sup>6</sup> thing at all. However, be informed that your case is (under consideration) by me. And regarding the fruit  
<sup>7</sup> that is with you—you are to handle them carefully, and you are to bale them quickly  
<sup>8</sup> from off the boat that is with you, and (which is) at the port. You are to ... (= *provide necessities for*)

**COLUMN II (LEFT):**

- <sup>9</sup> your brothers (who are) at the por[t (or: in the cam[p]),...][...]  
<sup>10</sup> their young ch[il]dren and ...[...][...]  
<sup>11</sup> The matter that you (or: that I will give) ... [...][...][... (= I) ]  
<sup>12</sup> command. *And let him enter (or: let him guarantee) ...[...][...]*  
<sup>13</sup> that I will *instruct them* ... [...][...]  
<sup>14</sup> to *any direction/side*. Be well!  
<sup>15</sup> [...][...]

### EPIGRAPHIC NOTES

#### COLUMN I:

**Line 3:** The second word is restored as יושב[י]ן.

**Line 5:** The restoration על[י]כן is fairly certain. Readings with *daleth*, שפקדיון, must be ruled out, as tempting as they might be. A *daleth* would exhibit a large serif, while its right down-stroke projects above the “roof.” The preferred reading is שפקרון, for reasons that will be explained in the COMMENTARY.

**Line 8:** The last word in the line is partly damaged. The letter following the *šade* seems to be a *resh* since its top curves a bit to the left, unlike the straight down-stroke of the *daleth*. Following this letter, there are unintelligible remains of ink above the tear, belonging to one or two narrow letters. If, indeed, nothing is missing at the bottom of this column, the sentence continues in Column II with the direct object of this verb, namely, את אחיכן “your brothers.” Only a few roots with *šade* and *resh* could fit the present context. The verb at the end of line 8 is perhaps to be read: שתצר[כו]ן “You are to provide necessities,” an Aramaistic Hiph'il form with final *nun* that would take a direct object (see the COMMENTARY).

#### COLUMN II:

**Lines 9–15:** These lines comprise the second column, and exhibit a large vertical tear from top to bottom. On the fragments surviving from the left part of the papyrus sheet, at the most two letters in any line remained.

**Line 9:** The third word may be restored either as במח[נה] “in the camp” or as במח[ו]ן “at the port,” the same word that appears in line 8.

**Line 10:** The second word may be restored as טפ[ני]הן “their young children.”

**Line 12:** The reading of the remains after the participle מצוה “command” is doubtful. One should perhaps read *waw* followed by *yod*, yielding: ויערב “and let him enter” (or: “let him provide guarantee”), although the fragmentary condition of the text does not allow for certain restoration.

**Line 13:** Tentatively restored as: שאומר להן “that I will instruct them.”

**Line 14:** The beginning of the line may perhaps be restored as: לכול צד “in every direction.” The last words of the letter may be possibly restored as: הוא ש[ל]ם “Be well!”

**Line 15:** The thin stroke near the lower edge may have been a part of a *lamed*, but if it is correct that nothing is missing at the bottom of Column I, it is likewise unlikely that anything

existed at the bottom of Column II, since such a large space was left after line 14. This papyrus sheet may have been cut off from a larger sheet that also contained another text.

COMMENTARY

**Lines 1–2:** What is meant, precisely, by אנשי עינגדי “the ‘men’ of ‘Ein Gedi” is not clear. Reference may be to the citizenry, or the registered residents of ‘Ein Gedi at large, or more likely to their representatives. Hebrew שלום is a common epistolary greeting, as is Aramaic שלם (see the GLOSSARY). Adverbial בטב, with circumstantial *beth*, means “well; in comfort, luxury, or plenty.” This is biblical diction (though the form could be an Aramaism). Cf. Ps 25:13: “His soul shall repose in comfort (נפשו בטוב ילין)” or Qoh 2:1: “I will afford you the experience of wisdom, that you may attain luxury (וראה בטוב).” Also cf. Qoh 7:14.

**Lines 3–4:** Idiomatic “eating and drinking” is common parlance (1 Sam 30:16; 1 Kgs 4:20, 20:5; Isa 21:5; 22:13; Job 1:13, 18). Hebrew/Aramaic נכס “property” occurs in late Biblical Hebrew sources (Josh 22:8; Qoh 5:18; 6:2; 2 Chron 1:11–12) and in the Aramaic of Ezra 6:8, 7:26. It is widely attested in Rabbinic sources (Levy 3:395; Sokoloff *DJPA* 351). Some have associated it with Akkadian *nikkassu* (*epēšu*) “(to make) an account,” the sense being that the נכס is what has been acquired by or accounted to the owner (*HALAT* 661).

The verb *d-g* + prepositional *lamed* means “to be worried, concerned about,” as in 1 Sam 9:5; 10:2. Interestingly, the noun דאגה appears in the context of food deprivation (Ezek 4:16; 12:18–19, and see Levy 1:369, s.v. דאיג). It is suggestive that the letter employs the biblical designation “the House of Israel” (בית ישראל) idiomatically, as a way of designating the network of communities under Shim‘on’s command. The leader is chiding his agents, who undoubtedly received compensation from him, for living higher than others.

**Line 5:** The problematic, elliptical clause: ותשפינת שפקרון עליכן has been provisionally translated: “And (as regards) the boat(s) *which they have inspected* at your place.” In other words, “the boats” is not the antecedent of the verb. Allowing for the sound shift from *beth* to *pe*, the present verb may be associated with the Hebrew/Aramaic root *b-q-r*, which in the Pi<sup>c</sup>el stem means “to inspect, examine.” What renders this possibility so reasonable is that in *TAD* C3.7, an Aramaic “Account of Import Duties” (The Aḥiqar Palimpsest) from Achaemenid Egypt, there is repeated reference to inspection to the inspection of ships (see *TAD* 3:xxviii Glossary, s.v. בקר V, for sources). The reading שפקרון (= *šepakkirûn*) would represent the third-person, plural perfect form in the Pi<sup>c</sup>el stem, “which they inspected” (the final *nun* perhaps reflecting an Aramaic influence; cf. the form שתצרן in line 8). If we were to read שפקרין, we would be positing a simple stem participle, and this would not work because the desired meaning is specifically conveyed by the Pi<sup>c</sup>el/Pa<sup>c</sup>el. The Pa<sup>c</sup>el Aramaic form is also attested in Nabatean-Aramaic (*DNWSI* 187, s.v. **bqr**<sub>1</sub>). The sense “to visit” may be an extension of this meaning (Sokoloff *DJPA* 110, s.v. בקר vb.)

As for the form ותשפינת, the plural, written defectively, is more likely than the singular. In

line 8, just below, the singular, absolute form is written שפינא. On the prefixed *taw* as accusative particle and the spelling with *śin* instead of *samekh*, see the GENERAL INTRODUCTION: GRAMMAR: HEBREW.I.a.ii; III.e. Biblical Hebrew attests a unique occurrence of the word ספינה in Jonah 1:5, whereas other forms of the root *s-p-n*, such as *sippûn* “covering deck,” and the passive participle *sāpûn* occur in a variety of biblical sources (see 1 Kgs 6:9, and see for Aramaic, DNWSI 797, s.v. **spynh**).

In a Hebrew letter it is more likely that the form עללתן represents the Hebrew geminate root *‘l-l*, and is to be read *‘olaltem* (or possibly *‘alaltem*) “you have done, performed a deed.” The noun forms עלילה, and מעלל may connote productive, even praiseworthy acts (Isa 12:4; Ps 77:12–13). The alternative is to see here the Aramaic verb *‘l-l* “to enter,” and translate: “You have not entered (the boats) to attend to any matter.” For idiomatic: לכל דבר “anything at all,” cf. Mur 46:8 and possibly P.Yadin 51:9.

**Line 6:** We have הוא ידעין when we would have expected the plural imperative: הוו (see the GENERAL INTRODUCTION: GRAMMAR: HEBREW.III.b.ii). To say שדברכן עמי “that your case is with me” is to say that the matter has received the speaker’s, in this case, Shim’on’s concern; that he knows all about it and will dispose of it (see below in line 11, and cf. in a broken context P.Yadin 51:11).

**Lines 7–8:** The verb *z-h-r* is generally recognized as a phonetic variant of *ṣ-h-r* “to shine”; hence: “be rapid, attentive; to act with care.” Thus, Ezra 4:22: וזהירין הוו שלו למעבד “And be careful (not to) make a mistake.” Also cf. Levy 1:515–16 for usage in Aramaic/Late Hebrew. The form here is the Niph’al: *šettizzaharū* “that you (pl.) be careful, act with care.” Thus, *m. ‘Abot* 1:11: הזהרו בדבריכם, חכמים, “Sages, be careful of your words!” See also the form ותדהרון in P.Yadin 50:6 and the COMMENTARY *ad loc*.

The Pi’el verb עמר “to bundle up, bale” with reference to grain or produce is probably denominative of Hebrew עמר “sheaf” and is frequent in Late Hebrew (*m. Pe’ah* 5:5; 6:11, etc., and for Aramaic see the COMMENTARY on P.Yadin 56:2). The fruit must be bundled and unloaded from the ship. An alternative would be to take this verb as the Aramaic privative Pa’el of *‘m-r* “to dwell”; hence: “to evict, remove,” but this is less likely. The form שאש “that is,” is a variant of *plene* שאיש (= שיש) in Mur 24 C:7, and see P.Yadin 51:2 (cf. XHev/Se 49:12; Mur 30:19, 23; and possibly Mur 44:3) and the GENERAL INTRODUCTION: GRAMMAR: HEBREW.I.a.iii. The statement probably concludes with the word ובמהוו “and in the port.” The term מהוו here retains its original sense of “port, dock” (see Kutscher 1969:5–18).

**Lines 8–10:** The final word in line 8, a verb with the prefixed relative, is difficult to restore. The sense seems to be that after unloading the boat, or as a result of so doing, the addressees must do something for “your brothers” (את אחיכן), the direct object of the verb. If we restore שתצרכון the form could be taken as a Hiph’il of *ṣ-r-k* (*šettaṣrikûn*) in the sense of “to provide

(necessities).” The “brothers” are either “in the camp,” reading the next word in line 9 as [במח]נה, or, reading it as [במח]וין (or: [במח]ווא), the “brothers” would be “at the port” (which is preferable since this very word has already occurred in line 8) or: at Maḥoza’. After a gap in line 9, where reference to the brothers’ wives would have most likely occurred, we find reference to the young children, Biblical Hebrew טף.

**Lines 11–13:** Only certain words are legible in this concluding section, but it would seem that Shimʿon is issuing orders, evidenced by the participial form מצוא, possibly “[I] command” (line 12), and the clause שאומר להן “that I will tell/instruct them” (line 13). Some “matter, case” (דבר, in line 11) demanded attention. This reading assumes that the legible part of line 11: דבר שאתן means: “the matter that you—,” which can also be read to mean: “that I will give/pay.” In line 12 we may possibly restore ויערב “and let him enter (or: let him guarantee),” the former interpretation being more likely. Obviously, further instructions were being communicated, the exact nature of which it is difficult to determine.

**Line 14:** The final line, as restored, yields a fairly clear meaning, but because the latter part of line 13 is broken, we cannot know the precise reference of “to any direction.” In the closing greeting we once again note singular הוא instead of the plural form הוּו as was also the case in line 6, above.

**P.Yadin 50 (= 5/6Hev 50): AN ARAMAIC LETTER  
FROM SHIM'ON, SON OF KOŠIBAH**

Plate 83

**INTRODUCTION**

Like several other letters in Hebrew and Aramaic written by Shim'on, son of Košibah to his agents, P.Yadin 50 was addressed in the second person to Yehonathan, son of Ba'yan and Mesabalah, son of Shim'on instructing them to dispatch a certain 'El'azar, son of ḤṬḤ promptly to him before the Sabbath. This person may be none other than 'El'azar, son of Ḥayyaṭa', known to us from P.Yadin 44–46, with his name spelled differently or defectively, but this is uncertain. There are other instructions concerning the care of trees and produce, some of which are unclear in meaning. There are the usual warnings of punishment for disobedience, or failure to exercise care in the execution of the instructions as we find in other letters. As is the case with other letters, the precise date of this one, which exhibits only one small gap, is not given. The letter was issued by Shim'on, son of Yehudah, one of Shim'on, son of Košibah's officials.

## HEBREW AND ARAMAIC LETTERS

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 50.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 12.5 x 7.2 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: Minor damage at the left fold.

Joins: No join visible on the recto.

Direction of Folds: Sidewise; right to left(?), and in half(?).

Height of right fold: Ca. 1.3 cm.

Height of left fold: Ca. 2 cm.

Number of lines (including signature): 15.

Main text: 13.

Height of text: Total: Ca. 10.3 cm.

Main text: Ca. 8.5 cm.

Maximal Width of text:

Main text: 6 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (ca. 0.4 cm).

Lower margin: Ca. 1.5 cm.

Right margin: Ca. 0.7 cm.

Place and Direction of Signature: Recto; parallel to the text.

Special notes concerning the signature: The person signing the letter is a certain Shim'on, son of Yehudah, who does not appear elsewhere in the Nahal Hever documents. As his handwriting differs from that of the letter, it proves that the word כתבה ("he wrote it") following the name does not mean that he is the scribe who actually wrote the letter, but that he was the official who issued it in the name of Shim'on, son of Kosibah (see the COMMENTARY).

Scribe: Unknown.

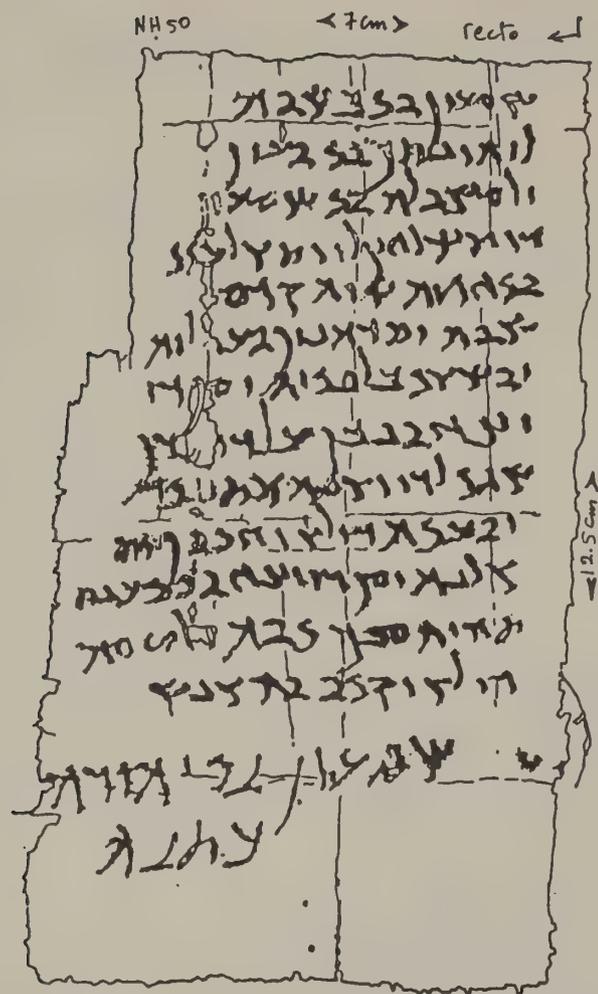
Description of Script: A "Jewish" cursive script with idiosyncratic features. Most of the letters lean forward except for the *resh*, which leans backward. There are almost no ligatures.

Main text:

Average height of medial *mem*: 0.15–0.3 cm.

Average space between lines: 0.3–0.4 cm.

P. Yadin 50: AN ARAMAIC LETTER FROM SHIM'ON, SON OF KOŠIBAH



Ada Yardeni

Fig. 37. P. Yadin (5/6 Hev) 50: Recto

HEBREW AND ARAMAIC LETTERS

P.YADIN 50: TEXT

שמעון בר כשבה	1
ליהונתן בר בעין	2
ולמשבלה בר שמעון	3
די תשלחון לי ית אלעזר	4
בר חטה שוה קדם	5
שבה ותדהרון בעמליה	6
ובשאר כל פריה ומן די	7
יצחבנכן על די כדן	8
שגר לדי ואנה איתפרע	9
ובערה די לא יחרבן ית	10
אלנה ומן די יצחב פרענת	11
תהוה מנך רבה ולטמה	12
די לא יקרב בה אנש	13
שמעון בר יהודה	14
כתבה	15

TRANSLATION

- <sup>1</sup> Shim'on, son of Kosibah,  
<sup>2</sup> to Yehonathan, son of Ba'yan,  
<sup>3</sup> and to Mesabalah, son of Shim'on:  
<sup>4</sup> You are to deliver to me 'El'azar,  
<sup>5</sup> son of HTH, immediately, before  
<sup>6</sup> the Sabbath. And exercise care with his products,  
<sup>7</sup> and the remainder of all of his fruit. And whoever  
<sup>8</sup> raises a clamor against you on this sort of matter,  
<sup>9</sup> dispatch him to my side, and I will exact punishment.  
<sup>10</sup> And (as regards) the cattle—they must not destroy the  
<sup>11</sup> trees. And should anyone raise a clamor—punishment  
<sup>12</sup> will be exacted from you, in great (measure). And as regards the *ladanum*/spice (garden)  
<sup>13</sup> let no person come near it.  
<sup>14</sup> Shim'on, son of Yehudah;  
<sup>15</sup> He issued it.

### EPIGRAPHIC NOTES

**Line 5:** The patronymic חטה could represent an incorrect or defective spelling of חיטא, a patronymic known to us from P.Yadin 44–46, but this is far from certain.

**Line 6:** In the word ותדהרון, the fifth letter looks like a *nun*, even though a *resh* is expected, but in this handwriting, *resh* often looks like a medial *nun*, as in the word ובשאר in line 7.

### COMMENTARY

**Lines 5–6:** The sense of Aramaic שוה is elusive. It usually means “to be equal, even.” A logical translation in the present context would be “immediately, directly, straight away,” with no delay or deviation, in a sense similar to the temporal nuance of Hebrew ישר “straight, straight away” (cf. Yadin 1961:44-45 and Kutscher 1961a:125, who both cite the liturgical poem *Aqdāmūt*: שוי דלא בששתא “immediately, without tardiness”). On the form שבה (instead of שבת), see the COMMENTARY on P.Yadin 7:7.

The word עמליה functions as a synonym of “his fruit” (פריה) in the following line, so that it should yield the sense of “his products.” Indeed, this is the meaning of עמל in Qoheleth (2:20; 4:4 *et passim*), where it defines the theme of the entire book by connoting the consequences of labor: gain, wealth, or products (Ginsberg 1950). Arabic exhibits similar meanings for the verb *‘-m-l* “to labor” and its derivative forms (Lane 2158–59; and see Sokoloff *DJPA* 411). In the same way, Biblical Hebrew מעשה connotes both the deed and its product, and the same is true of Hebrew עבדה “possessions” (Gen 26:14; Job 1:3).

The form ותדהרון is cognate with Late Hebrew *z-h-r* “to be quick about it, attentive”; hence: “careful.” The present form תדהרון is probably contracted from the Ithpe‘el, which would be realized as תודהרון. See the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.f.

**Lines 7–8:** Here and again in line 11 we have an Aramaic cognate of an Arabic verb, *ṣahiba*, “to clamor, yell, be enraged” (Lane 1657) in Aramaic. The form given here is the 3mpl. imperfect with the *nun* ending unassimilated: *yīṣḥabunkōn* in the simple stem, or possibly in the Pa‘el: *yeṣah(h)abunkōn*, meaning “to object, interfere.” A third person singular form appears in line 11. Z. Ben-Hayyim (1941) discusses the Hebrew/Aramaic realization צהב, suggesting that two separate roots had coalesced: (1) צהב “to brighten up, be happy” (from the adjective צהוב “yellow, bright” in color, wherein medial *he*’ is original, and (2) צהב, reflecting the softening of the *het* from *ṣ-h-b* “to be angry, to grieve, strive against,” and so forth. Ben-Hayyim concludes that Christian Palestinian Aramaic צהב, attested in official correspondence, is cognate with Arabic *ṣahiba*, and the same can be said for the form attested here, showing that contemporary Jews who wrote in Aramaic knew this root.

**Line 9:** The form לדי is a variant of לידי (singular): “into my hand, to my side,” reflecting the syncope of the *yod*. Forms with *beth* are well attested in Hebrew and in West Semitic inscriptions. Cf. at Masada, Yadin and Naveh 1989:49 no. 554:3 בדכון. The verb *p-r-‘* “to

## HEBREW AND ARAMAIC LETTERS

pay, repay” what one is obligated to pay, or what the other deserves, assumes a particular meaning in Aramaic/Late Hebrew in the passive-reflexive stems, so that here אִיתְּפָרַעַ means: “I will be paid; I will exact my due.” This is conceived in terms of punishing the other in the pursuit of satisfaction. The noun פִּרְעָנָה in line 11 recurs elsewhere in the Bar-Kokhba letters and literally means: “payment exacted, punishment” (P.Yadin 54:7, 13; 55:8; 56:4). It is idiomatic to speak of exacting payment “from” (מִן) another, or others.

**Lines 10–11:** In Aramaic וּבְעֵרָה “and the cattle,” written defectively, final *he*’ represents the definite article, often expressed as *aleph* (see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.I.a.i). The form אֵלְנָה (= *plene*: אֵילְנָה) is best taken as a singular collective: “the tree(s).”

**Line 12:** This letter, like most, is laconic in style, making it necessary to supply: “and (as regards) the לְטָם.” Sokoloff (*DJPA* 281) lists a spice, or spice bush, known as לוֹטָם, also attested as לְטָם, *ladanum* in Latin. Also note Targum Onkelos on Gen 37:25, where וּלְטָם is translated by Aramaic וּלְטָם (J. Naveh by private communication). This meaning was adopted by Yadin (1971:128) because of the prominence of the spice industry at ‘Ein Gedi. One would have to extend the meaning of לוֹטָם to connote a spice garden, or spice bushes. This would represent the same sort of admonition as the one in lines 10–11 urging that the cattle not destroy the trees.

**Line 13:** The relative clause uses Aramaic אַנְשָׁ idiomatically, much as Hebrew אִישׁ following or preceding a negative statement means “no person, no one,” much like French *personne*.

**Lines 14–15:** The force of the suffixed verb כְּתִיבָה is factitive: “He had it written; he issued it.” The letter is not in the handwriting of the signatory, who issued it in an official capacity (see the PHYSICAL DESCRIPTION: SPECIAL NOTES CONCERNING THE SIGNATURES).

## P.Yadin 51 (= 5/6Hev 51): A HEBREW LETTER FROM SHIM'ON

Plate 84

### INTRODUCTION

P.Yadin 51 is too fragmentary to allow for adequate interpretation. Restoring the first words in line 1 as גַּן שְׁמֵעוֹן (see the EPIGRAPHIC NOTES) “From Shim'on” we may assume that this letter, in a manner similar to P.Yadin 49, was addressed by Shim'on to his well-known agent in 'Ein Gedi, Yehonathan, son of Ba'yan, and to the rest of the citizenry. Like the rest of the letters, this one also is not dated. Notwithstanding the numerous lacunae, we can determine that it contained orders for a shipment or delivery (the verb *š-l-ḥ* at the end of line 1), and an admonition to exercise care (the restored verb *š-m-r* in line 6). The possible reference to “the fruit” (תְּפִרִין) in line 5 is reminiscent of the fruit shipment mentioned in P.Yadin 49.

There are a few more clues. In line 4 we provisionally read: תִּילְדֵי עֶשְׂרִין “the children (as the direct object), twenty,” (or: תִּילְדֵי כֶּשֶׁרִין “the legitimate children”; see, below, the COMMENTARY). Were the children to be sent somewhere? The possible reference in line 5 to the fruit would be followed, after a sizable gap, by the words: “which belonged to the gentiles” (שֶׁהָיוּ שֶׁל הַגּוֹאֲרִין). One can only speculate as to the import of this statement, as to whether it pertained to the fruit itself or to something else. If reference is to the fruit, one may ask whether there were ritual implications stemming from the fact that the fruit had belonged to, or had been grown by non-Jews. Or, does the statement refer to the confiscation of gentile products by the Jewish authorities? For the rest, there is little of substance that can be elicited from P.Yadin 51, except for its attestation of several interesting linguistic features and terms of reference, all to be discussed in the COMMENTARY.

## HEBREW AND ARAMAIC LETTERS

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 51.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 26.2 x 19.3 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: Most of the right part of the letter is missing, while the remaining part, including the upper right corner on a separate fragment, is severely damaged. The ends of the lines, however, have almost entirely survived.

Joins: No join is visible on the recto.

Direction of Folds: Sidewise; from left to right(?), and in half.

Height of left fold: Ca. 1.7 cm.

Height of the fourth fold from left: Ca. 2.5 cm.

Number of lines: 11[+?] (Perhaps one or two short lines are missing?).

Main text: 11?.

Signature: [?].

Height of text:

Main text (including the ascender of *lamed* and the descender of final *nun*): 16 cm.

Maximal Width of text:

Main text: 15.2 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (ca. 0.8 cm, including the ascender of *lamed*).

Lower margin (from the bottom of final *nun*): 9.5 cm.

Right margin: 1.5 cm.

Place and Direction of Signature: (see below, Special notes concerning the signature).

Special notes concerning the signature: There are no remains of either a blessing or a signature on the surviving large fragment, but these might have existed on the missing right part of the letter.

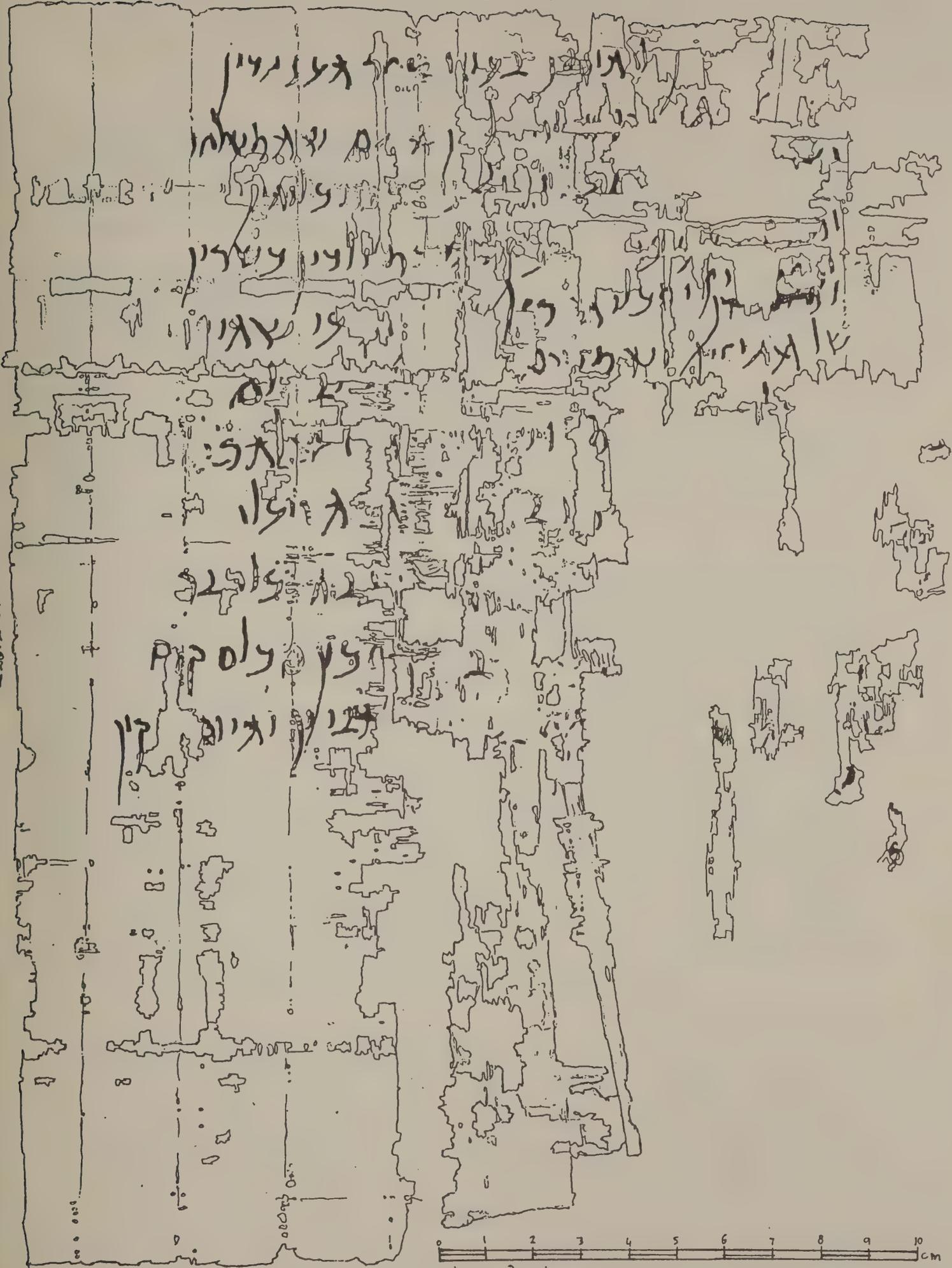
Scribe: Unknown.

Description of Script: A "Jewish" cursive script written by a practiced hand with typical personal characteristics. The letters are relatively large, nicely spaced, and with no ligatures. Large space was left between the lines (almost twice the average size of the letters).

Main text:

Average height of medial *mem*: 0.5 cm.

Average space between lines: Ca. 0.9 cm.



Ada Yardeni

Fig. 38. P. Yadin (5/6 Hev) 51: Recto



### EPIGRAPHIC NOTES

**Line 1:** Only the final *nun* at the end of the name of the sender is fairly certain: [שמעון]. (In the drawing, the fragment at the right upper corner should be placed closer to the right margin.) The space is too large for just שמעון or משמעון, compelling us to restore the preposition [מן] at the beginning.

**Line 2:** Apparently no text precedes the letter that resembles an *aleph* on the separate fragment at the right upper corner. Following this letter there is a large gap of about five or six letters, after which remains of a *he'* are preserved. These remains belong to the first four or five words in this line, which defy decipherment.

**Line 3:** Overall, in lines 3–5, and 9, four words appear that are written with either medial *kaph* or *ayin*; the latter is less likely because these letters differ from the clear *ayins* that appear in line 1, in the word הענגדין and in line 8, in the word ויעלו. As a consequence, the last word in line 3 may be read either as עליהון “to them” or as כליהון “their vessels, utensils” (see below, and in the COMMENTARY).

**Line 4:** Only the last two words are legible: תילדין “the children,” or: תולדין, using an Aramaistic form. The *taw*, however, may be the end of the preceding word of which only illegible remains survive, and the following word may be read either as עשרין “twenty” or as כשרין “legitimate, proper” (see the COMMENTARY).

**Line 5:** The line begins with what seems to be a supralinear correction of the first one or two words, cancelled with a crossing line and rewritten above. Unfortunately, a part of these words is missing in the tear and cannot be restored. This verb is followed by what may be read as: ותעלו תפרין “and you are to bring up the fruit,” since the same verb ויעלו “they are to bring up” most probably occurs in line 8. It is also possible to read: ותכלו “and you are to finish off, use up.” A third alternative reading: יתכלו “they will be used up” will not work, because a reflexive verb does not take a direct object. Both forms for “fruit,” פרוּת and פרין, are attested, the latter albeit in an Aramaic text (P.Yadin 42:4–5), and in context, reference to fruit is preferable to reading הפרזל “the iron.” As for the form שהיו, which may also be read שהו, the more Hebraic form has been preferred, since in line 11 we can apparently read יהיו, indicating use of the Hebraic form of this verb with *yod* rather than *waw*.

**Line 6:** The end of line 5 continues into line 6. We can read: שהיו של הגואין “which belonged to the gentiles” (on the spelling הגואין see the COMMENTARY). Immediately preceding this clause we find letters that do not allow for sound interpretation. Further on in line 6 we restore with reservation: [ושחשמ]רו “and that you are to take [care].” This word, however, may also be restored [ושחשמ]עו “and that you are to ob[ey]/he[ed].” Conceivably, the last two letters in line 6 represent prepositional *lamed* [למן], followed by a noun or personal name, or

the beginning of an infinitival form.

**Line 7:** The spots of ink at the end of line 8 may belong to a final *nun*, whose top no longer exists at the end of line 7. Some other letters are legible at the end of line 7, but no convincing interpretation has been suggested so far.

**Lines 8–11:** These lines are too damaged to allow for continuous restoration. Nothing is intelligible in line 8 except the last word: ויעלו (see the COMMENTARY on lines 5–6). In line 9, only the last two words are legible, either: על דבר “concerning the matter of–” or: כל דבר “everything, anything at all.” In line 10, only the last two words are clearly legible: מכל מקום “from any place,” or taken idiomatically: “in any event.”

The end of the text, which would not have comprised more than half a line (line 12), seems to be missing after line 11. A greeting may have followed at the beginning of still another line, line 13, or possibly a signature.

### COMMENTARY

**Line 1:** The full name of the sender, Shim‘on, son of Kosiba is not given, only the first name, which is also the case in some other texts. The form ענגדיין represents a plural gentilic, ‘*Engedāyin* (possibly ‘*Engediyyin*), namely: “Eingedites.” The place name written as one rather than two words (as in Greek; see Lewis 1989:153 Villages) is evidenced in only two other cases: P.Yadin 49:1 (לאנשי עינגדי) and XHev/Se 13:5 (מן עינגדה).

**Line 2:** In the relative form: שהתשלחו “that you are to send/ship/deliver,” we observe the prefixed relative particle: –ש spelled with vocalic *he*’ as שה (= *šeh*). This spelling is attested in a Hebrew inscription from Dabbura in the Golan, published by D. Urman (1972:21) as no. 6. The inscription was incised on a basalt lintel, dating to the period of Rabbi ‘Eli‘ezer Ha-Kappar of the late second or early third century CE, one of the fifth generation of Tannaim. The inscription reads: זה בית מדרשו שהלרבי אליעזר הקפר “this is his House of Study, that of Rabbi ‘Eli‘ezer Ha-Kappar.” On the *junctim* presentation of the genitive: ש(ה)ל, see Epstein 1949:2:1252, who provides examples of this spelling from Talmudic manuscripts, and notes that writing with vocalic *aleph* also occurs, producing שא (= *ša*’). Urman compares Qoh 6:10: עם שהתקיף ממנו “with one who is more powerful than he.” See also the GENERAL INTRODUCTION: GRAMMAR: HEBREW.IV.b and Levine 1985.

**Line 3:** The presumed form כליהון “their vessels, utensils” is less common than עליהון “to them,” but may be a better reading, nonetheless. If עליהון is correct, it is worth noting that under Aramaic influence, Late Biblical Hebrew and Post-Biblical Hebrew employ the preposition על to mean אל “to, toward.”

**Line 4:** Note the possible prefixed accusative particle in תילדין “the children.” The reading

כשרין, if correct, would presumably characterize the children as legitimate in terms of religious law, and this reading would illustrate the absence of agreement with respect to determination between nouns and their modifying adjectives. Thus, we would have: תילדין כשרין “the legitimate children” instead of: תילדין הכשרין. If, however, we read עשרין “twenty,” we have an illustration of the convention in West Semitic languages to list the number after the item of reference: “the children, twenty” (Levine 1965:314–15). If, on the other hand, the *taw* belongs with the preceding word, this analysis would not hold up.

**Lines 5–6:** The form ותעלו, if this is the correct reading, is taken as a Hiph'il rather than as a Qal stem and accordingly rendered: “And you are to bring up” (and the form of the same verb in line 8 would also be taken as the Hiph'il). An alternative would be to read ותכלו, a Pi'el form, meaning: “and you are to use up.” As explained in the EPIGRAPHIC NOTES, context favors reading תפרין, an attested masculine plural of פרי, rather than הפרזל “the iron.” Further on in line 5, and continuing into line 6 we read: שהיו של הגואין “which belonged to the gentiles.” The possible import of this reference is discussed in the INTRODUCTION. One notes the defective spelling שהגיים “that the gentiles” in Mur 42:5, a contemporary legal papyrus from Beth Mashiku, to which Milik (1961:155–56) compares the Kethib of this word in Gen 25:23 and Ps 79:10.

**Lines 9–10:** Since לכול דבר is attested in P.Yadin 49:4, that reading is preferred here and is to be understood idiomatically as “in every respect.” The reading על דבר, however, is possible in which case we would assume that the noun that followed is missing in line 10. Hebrew מכל מקום may also be idiomatic: “in any event,” but in context is better understood literally: “from any place.”

**Line 11:** The fact that a plural verb, יהיו, directly follows singular דבריכן “your matter, case” (reading conjectural) suggests that there is a pause, or a comma after דבריכן, after which a new clause begins with the verb יהיו “they will be.” If so, the verb יהיו may be an auxiliary verb preceding a participial form: יהיו מ[חז]יקין: מ[חז]יקין, perhaps to be restored: יהיו מ[חז]יקין “they will be holding.” The Hebrew term דבר conveys the legal concept of “suit, case” in Biblical Hebrew and in Late Hebrew, as do its equivalents in other Semitic languages. In P.Yadin 49:6 this meaning is expressed in Shim'on's admonition: הוא ידעין שדברכן עמי “be informed that your case is (under consideration) by me.”

**P.Yadin 53 (= 5/6Hev 53): AN ARAMAIC LETTER  
FROM SHIMʿON, SON OF KOSIBAH**

Plate 85

**INTRODUCTION**

This brief, undated letter, entitled אגרת, is addressed by Shimʿon, son of Kosibah to his agent in ʿEin Gedi, Yehonathan, son of Baʿyah (elsewhere spelled Baʿyan; see the COMMENTARY) with orders to carry out whatever a certain ʿElishaʿ instructed him to do.

**PHYSICAL DESCRIPTION**

Number of Document: P.Yadin 53.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 8 x 12 cm.

Direction of fibers on Recto: Perpendicular (!) to the script.

Description of Damage: Minor damage at the folds.

Joins: No join is visible on the recto.

Direction of Folds: Sidewise; from left to right?

Height of smallest fold: Ca. 1.6 cm.

Height of largest fold: Ca. 2.1 cm.

Number of lines:

Main text: 5.

Signature: There is no signature.

Height of text:

Main text (including blessing): 4.5 cm.

Maximal Width of text: 7.2 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (0.5 cm).

Lower margin: Ca. 2.5 cm.

Right margin: 4.3 cm.

Scribe: Unknown.

Description of Script: Standard "Jewish" cursive. There are no ligatures. A clear and orderly script written with a practiced hand.

Main text:

Average height of medial *mem*: Ca. 0.3 cm.

Average space between lines: Ca. 0.5–0.6 cm.

P. Yadin 53: AN ARAMAIC LETTER FROM SHIM'ON, SON OF KOSIBAH

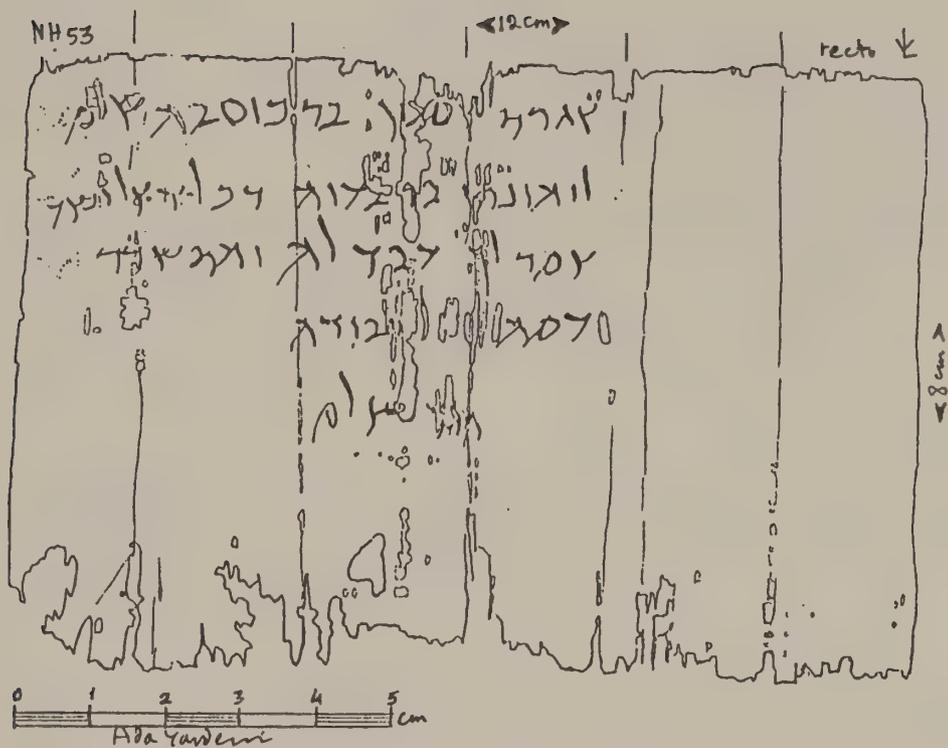


Fig. 39. P. Yadin (5/6 Hev) 53: Recto

HEBREW AND ARAMAIC LETTERS

**P.YADIN 53: TEXT**

אגרת שמעון בר כוסבה שלם	1
ליהונתן ב[ר] בעיה דכל דאלישע	2
אמר לך עבד לה והתשדר	3
עמה [בכ]ל עבדה	4
הוהוהוי שלם	5

**TRANSLATION**

- <sup>1</sup> A letter of Shim'on, son of Kosibah: Peace!  
<sup>2</sup> To Yehonathan, so[n of] Ba'yah: (Be advised) that whatever 'Elisha'  
<sup>3</sup> tells you, do for him, and try to do well  
<sup>4</sup> with him [in eve]ry task.  
<sup>5</sup> Fare you well!

### EPIGRAPHIC NOTES

The text is almost completely preserved. The few damaged letters have been restored, except for two uncertain readings.

**Line 2:** Restore [בַּר], and note the variant spelling: בעיה.

**Line 5:** Both possible forms are acceptable as the ms. imperative: הוּי, הוּה (= *hawēh*, *hawê*) with some preference for the latter. The reading הוּה, however, seems to be indicated by the remains of the last letter.

### COMMENTARY

**Line 1:** The formula: אגרת שמעון בר כוסבה “The letter of Shimʿon, son of Kosibah” serves as the caption of the message. In P.Yadin 55 the determined form אגרתה has the same function, except that it comes after the names of the sender and the addressees (also cf. P.Yadin 63:5). On the term אגרת see *DNWSI* 12; Muffs 1969:187 n. 4; Kaufman 1974:48; *CAD E* 45–46, s.v. *egirtu*; and *AHw* 190, s.v. *egertu*.

**Line 2:** The variation of *heʿ* and *nun* in the spelling of the name בעיה evidences the phonetic phenomenon, also attested in other words, of closing the last stressed syllable bearing a long vowel. Other examples include personal names such as חזקיהו written as חזקין, יודה written as להלן, and למטה written as למטן.

**Line 3:** There are two ways of understanding the Aramaic עבד לה (= *lēh*) (1) Pronominal לה (= *lēh*) represents the accusative *lamed*, well known in Aramaic; hence: “do it,” with the antecedent being דכל – “that whatever”; (2) Pronominal לה (= *lēh*) is the indirect object “to him, for him,” with the antecedent being ʿElishaʿ. The latter is preferable and is comparable to Hebrew עשה ל– “to do to, for.”

The imperative והתשדר allows of more than one analysis: If the consonantal script is taken to express a *śin*, then the given form would derive from a root *s/ś-d-r* more often written with *samekh*. On this basis, התשדר would be the unmetathesized form of the Hithpaʿal reflexive, usually metathesized as השתדר/הסתדר “to come to an arrangement, to bring one’s self in order.” If, however, we predicate a root *š-d-r*, we would have the unmetathesized Hithpaʿal meaning of a typically Aramaic verb meaning “to send, dispatch”; hence: “to send one’s self; to dispatch one’s self; to accompany.” Because of the frequency of the verb *š-d-r* in Aramaic, the latter interpretation is possible. A third possibility, however, has been adopted in the TRANSLATION. The form *š-d-r* may be a phonetic variant of *š-d-l*, already attested in Elephantine Aramaic (*TAD* A4.3:4 [Cowley 38]), having the meaning: “to attempt, try; to be on good terms, to do well” (Kutscher 1961a:122).

**Line 4:** עבידה is a widely attested term in Aramaic. It has usually been taken as a Hebraism,

#### HEBREW AND ARAMAIC LETTERS

expressing the Hebrew rather than the Aramaic meaning of the root  $\text{'-}b\text{-}d$ , namely, “to work” rather than “to do,” although there is a degree of confusion in this regard; hence: עבִידָה = “task, project, enterprise.” Thus, Dan 2:49; 3:12 tell us that Daniel was put in charge of: עבִידָת מְדִינַת בָּבֶל / עבִידָתָא דִּי “the work of the State of Babylon.” Similarly, עבִידָת בֵּית אֱלֹהֵא (Ezra 4:24; 6:7 [apparently also intended in Ezra 6:18]) means: “the (construction) project of the Temple of God.” See *DNWSI* 819–20, s.v. **bdh** for usage at Elephantine and in subsequent phases of Aramaic, and see Sokoloff *DJPA* 393, s.v. עבִידָה.

**P.Yadin 54 (= 5/6Hev 54): AN ARAMAIC LETTER  
FROM SHIM'ON, SON OF KOSIBAH**

Plate 86

**INTRODUCTION**

P.Yadin 54 is a very well-preserved Aramaic letter written in the name of Shim'on, son of Kosibah to his two agents in 'Ein Gedi, Yehonathan (son of Ba'yan) and Mesabalah (son of Shim'on). These officials are consistently addressed in the second person plural. The letter is composed in two lateral columns, from right to left. In Column I (lines 1–9), Shim'on instructs the men to examine, test, and seize (actually, to seize and examine) the wheat that had been brought(?) by a certain Ḥannun, son of Yishma'el, and ship one se'ah of it to him promptly. He orders that this wheat be shipped under guard, because it was discovered to be stolen grain. Then follows the customary warning of punishment, this time including orders to deliver to him under guard “that person,” presumably the thief, whoever he was.

Column II (lines 10–17) is of particular interest because it makes reference to people from Tekoa' residing in 'Ein Gedi. The houses in which they were staying were to be burned down. Orders are also given to deliver to Shim'on under guard a person named Yeshua', son of “the Palmyrene” (תדמרִיה). His sword was also to be seized and delivered to Shim'on. A person named Shemu'el, son of 'Ammi signs the letter.

We can only speculate as to why people from Tekoa' were to be punished so severely if they had taken up residence in 'Ein Gedi (but see P.Yadin 55 and P.Yadin 61). If it is correct that we have a reference to a person whose father was known as “the Palmyrene,” we would also have to speculate as to what he was doing in 'Ein Gedi at the time of the revolt, so as to warrant his arrest and the confiscation of his sword.

## HEBREW AND ARAMAIC LETTERS

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 54.

Material: Wood (!).

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 7.5 x 17.5 cm.

Description of Damage: The folding caused the breaking of the wood sheet into four pieces. After its restoration it is intact.

Direction of Folds: Folded vertically in the middle and then folded again horizontally in two unequal folds.

Height of upper folds: 2.8–3 cm.

Height of lower folds: 4.2–4.5 cm.

Number of lines (including signature): 17: Col. I: 9; col. II: 7.

Signature: 1.

Height of text: Col. I: ca. 7.2 cm; col. II (including signature): ca. 7.1 cm.

Maximal Width of text: Col. I: 8.2 cm; col. II: 8.2 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (col. I: ca. 0.5 cm; col. II: ca. 0.4 cm including the ascenders of *lamed*).

Lower margin: Col. I: ca. 0.2 cm; col. II: ca. 0.2 cm.

Right margin: Col. I: ca. 0.5 cm.

Space between the two columns: 0.4–1 cm.

Place and Direction of Signature: Recto; parallel to the text.

Special notes concerning the signature: The signature of Shemu'el, son of 'Ammi seems to be in the same handwriting as that of the text, indicating that it is he who actually wrote the letter in the name of Shim'on, son of Kosibah. He is not attested elsewhere in the documentary texts from the Judean Desert. The name 'Ammi is unique.

Scribe: Shemu'el, son of 'Ammi.

Description of Script: A personal, non-calligraphic version of the standard "Jewish" cursive, written somewhat carelessly and demonstrating a large variety of letter-forms in varying sizes and in an increasing spacing between the letters.

Average height of medial *mem*: 0.3–0.35 cm.

Average space between lines: Ca. 0.4–0.6 cm.

P. Yadin 54: AN ARAMAIC LETTER FROM SHIM'ON, SON OF KOSIBAH

NH 54

<p>יב/ וכל קולו יואמנו          ואת/ בחד יורנו/ שח          באת/ ודון יסנד/ אגב</p>	<p>שחט/ שבוטבא חטו ג/ אשה          לואת/ ולסבלה סלס/ יותבט          ואת/ ואתה יותבט/ אה</p>
<p>וחכמה/ ויה/ אה          וחרס/ ויה/ אה          וחסד/ ויה/ אה          וחסד/ ויה/ אה          וחסד/ ויה/ אה</p>	<p>שחט/ ואתה יותבט/ אה          ואת/ ואתה יותבט/ אה          ואת/ ואתה יותבט/ אה          ואת/ ואתה יותבט/ אה          ואת/ ואתה יותבט/ אה</p>



Fig. 40. P. Yadin (5/6 Hev) 54: Recto

HEBREW AND ARAMAIC LETTERS

P.YADIN 54: TEXT

COLUMN II	COLUMN I
10 וכול גבר תקועי די יתשכח	1 שמעון בר כוסבה הנסי על ישראל
11 לותכן בתיה די אנון שרין	2 ליהונתן ולמסבלה סלם די תבחנון
12 בגוהן יקדון ומנכן אעבד	3 ותחדון ית חנטיא די היתיהחתהגס חנוןחנין
13 ית פרענותה וית ישוע	4 בִּרְ ישמעאל ותשלחון לי מנהן עין־עדן
14 בִּרְ תדמריה תחדון תשגרון	5 סאה חדא ותתנון יתהן באספליא
15 לי באספליה ולא תבסרון	6 די התשכו גניבין ואם לא א
16 למחד ית סיפה די עלוי תשגרון	7 כן תיעבדון די מנכן פרענותא
17 שמואל בִּרְ עמי	8 תתעבד וית גברה תשלחון לי
	9 באספליא

TRANSLATION

**COLUMN I:**

- <sup>1</sup> Shim'on, son of Kosibah, the Premier over Israel,  
<sup>2</sup> to Yehonathan, and to Mesabalah: Peace! You are (ordered) to examine  
<sup>3</sup> and (to) seize the wheat that he brought (**or**: brought down; **or**: plundered), (namely) Hānnu/in,  
<sup>4</sup> son of Yishma'el, and ship of them to me, (weighed) precisely (**or**: on time/here),  
<sup>5</sup> one se'ah. And place them under guard,  
<sup>6</sup> because they were found to have been stolen (**or**: after they were stolen). And if you do not  
<sup>7</sup> do accordingly, (know) that from you, punishment  
<sup>8</sup> will be exacted. And the (= that certain) man—you are to deliver to me  
<sup>9</sup> under guard.

**COLUMN II:**

- <sup>10</sup> And any Teko'an man who is found  
<sup>11</sup> with you (= in your vicinity)—let the houses that they reside  
<sup>12</sup> in them burn down, and from you I shall exact  
<sup>13</sup> punishment. And Yeshua',  
<sup>14</sup> son of the Palmyrene, you are to seize for dispatch  
<sup>15</sup> to me under guard. And do not fail  
<sup>16</sup> to seize the sword that is on him (= carried by him). Send it (on)!  
<sup>17</sup> Shemu'el, son of 'Ammi.

### EPIGRAPHIC NOTES

In spite of its idiosyncratic handwriting, this beautifully preserved letter contains only two words of unclear reading, in line 3.

#### COLUMN I:

**Line 3:** The last two words may be read variously. The personal name חנון is preferable to חנין. The preceding word may be read in two ways with little difference in meaning: היתי “he brought” or החת “he brought down,” from the root *n-ḥ-t*. From the paleographic point of view, the third possibility הגס seems even more convincing, but its meaning “he broke off” from the root *n-g-s*, makes little sense. The reading היתי is based on the following assumption: the letter resembling a *gimel* or *ḥet* is in fact a *yod* followed by part of the right down-stroke of *taw*, whose left down-stroke is attached to the final *yod*. J. Naveh (by private communication) suggests that הגס may represent a Haphʿel denominative (defective) from גיים “troop, legion” and has the sense “to plunder, pillage,” which is what the גיים does. He notes that the Paʿel has just such a meaning. Thus, *Gen. Rab.* 98:15 on Gen 49:19: גייסא אתי “a troop comes to plunder them, and they plunder the troop” (ed. Theodor-Albeck 1266; cf. also *y. Soṭah* 8:7 [23a]). The use of the Haphʿel instead of the Aphʿel, as would be the case no matter which of these readings is adopted, is somewhat unexpected (see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.I.e.vi).

**Line 4:** The last word seems to be עין, as suggested by J. Naveh (see the COMMENTARY). It may alternatively be an extreme cursive variant of *daleth* (cf. as an example, the *daleth* of די in line 6), yielding the reading עין.

**Line 6:** The form written התשכו is undoubtedly a faulty writing of היתשכו, the Hithpeʿel perfect of *š-k-ḥ*: “they have been found.” Cf. the imperfect form יתשכה in line 10. The sign at the end of the line may be a redundant final *aleph* of the negative לא, or less likely, a mark filling the gap at the end of the line.

### COMMENTARY

#### COLUMN I:

**Line 1:** The spelling הנסי “the Premier” is attested (cf. XHev/Se 30:1), and the formulation of the titular, הנסי על ישראל “the Premier over Israel,” here alternates with the more frequent נשיא ישראל. See APPENDIX A for discussion of the term נשיא appropriated by Shimʿon, son of Kosibah, which occurs in many of the papyri.

**Line 2:** Note the spelling with *samekh*: סלם “Greetings!” (see Yardeni 1997:12–13 on the interchange of *shin* and *samekh* in these documents; also see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.I.a.ii-iii; II.c.i). Functionally, the verb *b-ḥ-n* usually means “to inspect, examine,” but its basic meaning is “to weigh,” which is one way of expressing the act of

examining. Since orders are given to ship a specific weight—one se'ah—to Shim'on, perhaps the sense of weighing is appropriate here. One could also translate: "You are to examine/test/inspect and seize the wheat."

**Line 3:** The writing ותחזון reflects the syncopation of the *aleph* in the root <sup>ʿ</sup>*h-d* "to seize, take hold." Syncopated forms of the same verb recur in lines 14, 16 of Column II (see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.c).

**Line 4:** The last word on the line may be read עין "time, period," with adverbial force, as if written בעין "on time, now," although such would be admittedly unusual. It is also possible that עין reflects the preposition <sup>ʿ</sup>*ad* "to"; hence "to us here," but this is less likely in an Aramaic document. Use of prepositional <sup>ʿ</sup>*ad* is more at home in Hebrew and Phoenician-Punic.

J. Naveh (by private communication) suggests reading עין (instead of עין), and translates: "and ship them to me (weighed) in precise balance." Here, עין (literally "eye") may represent an abbreviation of the idiom עין בעין "precisely, in balanced measure." Actually, עין בעין "eye to eye" is a biblical idiom (Num 14:14). In Rabbinic usage, the noun עין has assumed the connotation of actuality in appearance and substance, a meaning implied even in biblical usage, where עין הארץ means "the visible earth" (Exod 10:5; Num 22:5, 11). See *m. B. Bat.* 5:11: עין בעין לו היה שוקל "He was weighing (it) out for him in precise balance." Also note *b. Ker.* 5a: כשהוא שוקל בהכרע הוא שוקל או עין בעין הוא שוקל? "When he weighs out, does he outweigh, or does he weigh out in precise balance?" This usage generated the denominative עין (= <sup>ʿ</sup>*ayyēn*) "to weigh in precise balance." Thus, *b. B. Bat.* 89a: אין מעיינין במקום שמכריעין "We ought not weigh out in precise balance where they outweigh." Also, *Pesikta Rabbati* §45: ושתי כפות המאזניים נמצאים מעוינות "and the two plates of the scales were found to be precisely balanced" (also cf. *y. Sanh.* 10:1 [27c], *Num. Rab.* 16:25, *Deut. Rab.* 5:13). It is of interest, that the Naḥal Ḥever papyri attest the noun form תעין, from the word for "eye," known to be an Arabism meaning "specification" (see the COMMENTARY on P.Yadin 2:10–13).

**Line 5:** The wheat is to be placed under guard, Greek ἀσφάλεια, which also occurs in line 9.

**Line 6:** As noted in the EPIGRAPHIC NOTES, the form התשכו is puzzling unless we supply a *het*: התשכחו, the unmetathesized Hithpe'el form, usually realized as השתכחו "they were found to be." Note the 3ms. imperfect form of this verb in line 10: יתשכה "he will be found" (see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.f). The perfect stem of the passive-reflexive verb is followed by the Pe'il participle with adjectival force: גניבין "stolen."

**Line 7:** Note the anomalous spelling תיעבדון "you will do" instead of normal תעבדון. This may be a scribal error.

**Line 8:** The reference intended by the determined form גברה “the/that man” is unclear; we do not know who this person is; he may be the thief himself. This may be a repetition of the order to ship the wheat under guard, namely, to send a man along to guard the wheat. It might even refer to Ḥannun, son of Yishma<sup>o</sup>el, as if to say “that man.”

**COLUMN II:**

**Line 12:** The form יקרון may be taken as the Pe<sup>al</sup> (*yiqedûn*) stem with stative force: “they (= the houses) will burn down.” The burning or tearing down of the house of one who was in violation of an edict, in this case by providing a residence for an illegal resident, was and is a widespread practice. This is what was known as נולו (*newālû*), נולי (*newālî*) “ruin” in the Aramaic of Ezra 6:11; Dan 2:5; 3:29, and such punishments hark back to earlier Near Eastern regulations.

**Line 14:** The form תדמריה is the singular determined gentilic *Tadmôrayyāh* “the Palmyrene.” Once again, the verb <sup>h</sup>-d “to seize” is written defectively: תחדון (cf. line 3, above, and line 16, below, where the Pe<sup>al</sup> infinitive construct is written: למחד). When two finite verbs follow each other without conjunctive *waw* prefixed to the second verb, the effect is to combine the actions described, lending to the second verb infinitival force; hence: “seize for dispatching.”

**Lines 15–16:** The verbal form תבסרון may represent a phonetic variant, a softening of תבצרון, from the root *b-ṣ-r* “to fail, come up short” (Ps 76:13; Niph<sup>al</sup> in Gen 11:6 and Job 42:2). It is also possible, assuming a sound shift between *beth* and *pe<sup>2</sup>*, that the present form represents a variation of a root *p-ś-r* (with *śin*) rarely occurring in several Aramaic letters from Elephantine with the same meaning. Cf. *TAD* D7.20:4: אל תפשר למאתה “and do not fail to come,” and earlier in the same letter, line 2: ולא פשרן “without fail.” Ultimately, all of the above forms probably derive from the same root.

## P.Yadin 55 (= 5/6Hev 55): AN ARAMAIC LETTER FROM SHIM'ON, SON OF KOŠIBAH

Plate 87

### INTRODUCTION

P.Yadin 55 is a brief, but well-preserved letter, undated, from Shim'on, son of Košibah to his agents, Yehonathan and Mesabalah. As in P.Yadin 54, still another Aramaic letter from Shim'on, persons from Tekoa' are referred to, and there are the usual warnings of punishment for failure to carry out orders. Above the Aramaic text, about six Greek letters written with a different implement may be a remnant of another document.

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 55.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 24.3 x 10.8 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: Minor damage at the folds.

Joins: No join is visible on the recto.

Direction of Folds: Sidewise; from left to right(?), and in half.

Height of left fold: 2.2 cm.

Height of right fold: Ca. 2.6 cm.

Number of lines (not including the remains of one line in Greek letters at the top): 9.

Signature: There is no signature.

Height of text (including the remains of one line in Greek letters at the top): Ca. 9.7 cm.

Aramaic text (including the ascender of *lamed*): 9 cm.

Maximal Width of text: 9 cm.

Maximal Measurements of Margins:

Upper margin (including the ascender of *lamed*): 1.9 cm; (to the top of the Greek line): Ca. 1 cm.

Lower margin: 14.3 cm.

Right margin: 0.6–1.5 cm.

Scribe: Unknown.

Description of Script: A very peculiar "Jewish" cursive handwriting. All the letters lean forward. There are almost no ligatures. (Key letters: *daleth* [and occasionally *resh*] has the form of an oblique stroke, sharpening to a point at its bottom; *he'* made of two interwoven strokes [alongside other variants of cursive *he'*]; long final *ayin*).

Average height of medial *mem*: 0.35–0.45 cm.

Average space between lines: Ca. 0.5 cm.

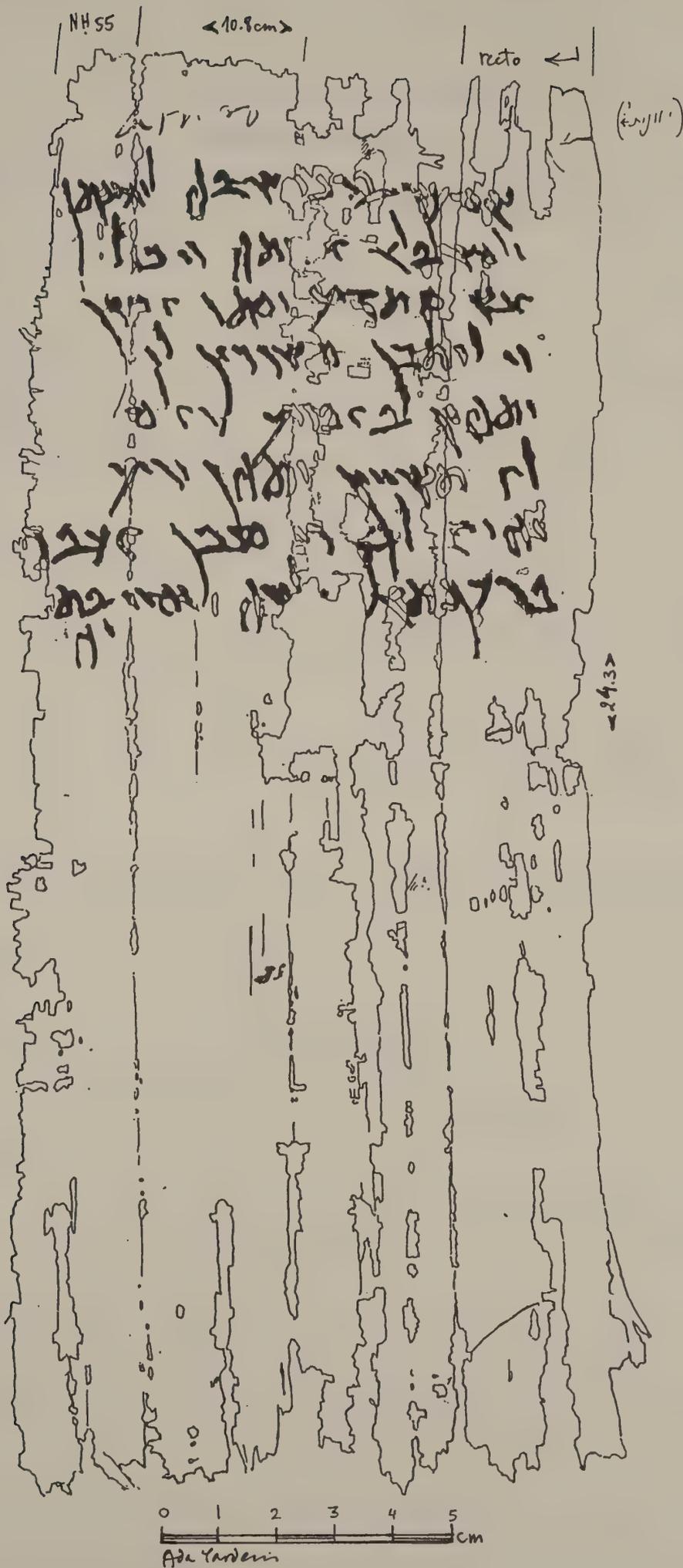


Fig. 41. P. Yadin (5/6 Hev) 55: Recto

HEBREW AND ARAMAIC LETTERS

P.YADIN 55: TEXT

(GREEK) °°°°°° [?]	0
שמעון בר כ[ו]שבה ליהונתן	1
ולמשבלא אגרתה די כול	2
אנש מן תקוע ומתו אחרן	3
די לותכן תשדון לי	4
יתהון באפ[רי]ע ואלם	5
לא תשדון יתהן ידיע	6
יהוא לכן די מנכן אעבד	7
פרענותא [ו]לד/ע/שה יהו בת	8
יה	9

TRANSLATION

<sup>1</sup> Shim'on, son of K[o]sibah; to Yehonathan  
<sup>2</sup> and to Mesabala': A letter: (To the effect) that any  
<sup>3</sup> person from Tekoa', or from any other place,  
<sup>4</sup> who is with you—you are to dispatch <sup>[5]</sup>them <sup>[4]</sup>to me  
<sup>5</sup> right a[wa]y. And if  
<sup>6</sup> you do not dispatch them, <sup>[7]</sup>may it be <sup>[6]</sup>known  
<sup>7</sup> to you that from you I will exact  
<sup>8</sup> punishment. [And]... shall be of the hou-  
<sup>9</sup> ses.

### EPIGRAPHIC NOTES

The decipherment of this peculiar handwriting requires special training in the reading of documents in the “Jewish” cursive hands, as well as a comparative study of the letter forms.

**Line 1:** The name כְּנִישְׁבָּה, spelled with *śin*, can be restored (see INDEX OF PERSONAL NAMES).

**Line 3:** The reading וּמִתְּ אַחֲרֵן “and from another place” has been suggested by J. Naveh. The form וּמִתְּ assumes the syncopation of *aleph*: וּמִאֲ-תֵר “and from a place.” Cf. the form בְּתֵר “after, behind,” syncopated from בְּאֵתֵר\* and see the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.II.c. The form אַחֲרֵן “other, another,” of which the second and third letters are somewhat distorted, has been restored on the basis of context.

**Line 5:** The second word is reliably restored as בְּאַפְרִיעַ “right away, quickly.”

**Line 6:** In the word read as תְּשֻׁרְוֹן, *daleth*, *resh*, and *waw* are small equal down-strokes, leaning forward. The reading is based on the occurrence of the same word in line 4, above, where the letters are more clearly legible.

**Line 7:** The reading לְכֵן “to you” is based on context rather than on the graphic form of the letters.

**Line 8:** The final *nun* which appears in the word פִּרְעֻנְוֹתָא seems to be a scribal error. The scribe may have first written the word פִּרְעֵן and then corrected it to פִּרְעֻנְוֹתָא without changing the form of the *nun*. The second word is enigmatic, but the expected meaning can be surmised from context (see the COMMENTARY on line 8).

### COMMENTARY

**Line 2:** On the term אַגְרֵתָּה, see the COMMENTARY on P.Yadin 53:1. In the Aramaic of this period, noun forms are often determinate only by analogy, the definite article occasionally (and gradually; cf. e.g., the synagogue inscriptions) losing its determinative force, so that we need not translate “the letter.”

**Line 3:** The reading וּמִתְּ אַחֲרֵן, as suggested by J. Naveh, is idiomatic, and has the quality of a merism, as if to say, “from any place whatsoever.”

**Lines 5–6:** The form reliably restored as adverbial בְּאַפְרִיעַ recalls (ל)מִפְרַע. Levy (2:202) lists the form מִפְרַע in Talmudic sources, which he derives from the Arabic *fara'a* “to surpass (in height)” (Lane 2378–80). The sense is to be ahead of time, in advance; hence: “right away.” Targum Onkelos translates Hebrew מֵהָרַח in Exod 32:8 as: בְּפִרְיעַ. The form אִפְרִיעַ is

#### HEBREW AND ARAMAIC LETTERS

attested at Elephantine (*TAD* A6.12:3 [Driver 9]). The form ואלם לא “and if not” may be related to אלמלא, which represents the joining of the two ingredients that had been expressed *separatim* at an earlier stage. The same development is to be observed in generating the form אלולא “were it not.”

**Lines 6–7:** For the classical formula: ידיע יהוא לכך “May it be known to you” cf. the formulation of Aramaic letters at Elephantine (*TAD* A6.8:2; A6.10:8 [Driver 4, 7]) and in Dan 3:18; Ezra 4:12–13; 5:8.

**Line 8:** Although the reading is obscure, context suggests the destruction of the homes of those who disobey. Cf. P.Yadin 54, where the houses of the undesirable persons were to be burned. The verbal form יהוּ “they will be, become” is the normal realization in Aramaic.

## P.Yadin 56 (= 5/6Hev 56): AN ARAMAIC LETTER FROM SHIMʿON, SON OF KOSIBAH

Plate 88

### INTRODUCTION

P.Yadin 56 is an undated Aramaic letter sent by Shimʿon, son of Kosibah to Yehonathan, son of Baʿyan, to Mesabalah, and to “the son of Ḥayyaṭaʿ,” namely, ʿElʿazar (son of ʿElʿazar) Ḥayyaṭaʿ (mentioned in P.Yadin 44–46), his agents in ʿEin Gedi. It contains instructions for the transport of some goods and the dispatch of personnel. The letter can be read consecutively all the way through, with no real gaps, and only a few lexical options in lines 5, 7, 8, and 9. Of particular interest is a reference to “the Romans” in line 5, which seems to include a statement by Shimʿon to the effect that he will take proper revenge against the Romans (see the EPIGRAPHIC NOTES and the COMMENTARY on line 5, below).

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 56.

Material: Papyrus.

Kind of script: “Jewish.”

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 21.5 x 9.5 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: Minor damage at the folds.

Joins: No join is visible on the recto.

Direction of Folds: Sidewise; from right to left(?), and in half.

Height of right fold: Ca. 2.7 cm.

Height of left fold: 2.4–3.2 cm.

Number of lines: 10.

Signature: There is no signature.

Height of text (including the ascender of *lamed* and the descender of final *mem*): 9.7 cm.

Maximal Width of text: 8.5 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (0.3 cm, including the ascender of *lamed*).

Lower margin (not including the descender of final *mem*): 12.5 cm.

Right margin: Ca. 0.5 cm.

Scribe: Unknown.

Description of Script: “Jewish” extreme cursive script, written with a practiced, idiosyncratic hand. Except for a few ligatures, most of the letters are nicely spaced and so are the lines. (Key letters: *heʿ* with two strokes, alongside a peculiar form in which the “roof” and the left stroke were drawn continuously while the right stroke, which starts above the center of the left one, slopes down to the right; *shin* with its middle stroke joining the top of the left down-stroke; *taw* with the right down-stroke curving inside at its bottom).

Average height of medial *mem*: 0.3–0.5 cm.

Average space between lines: Ca. 0.5 cm.

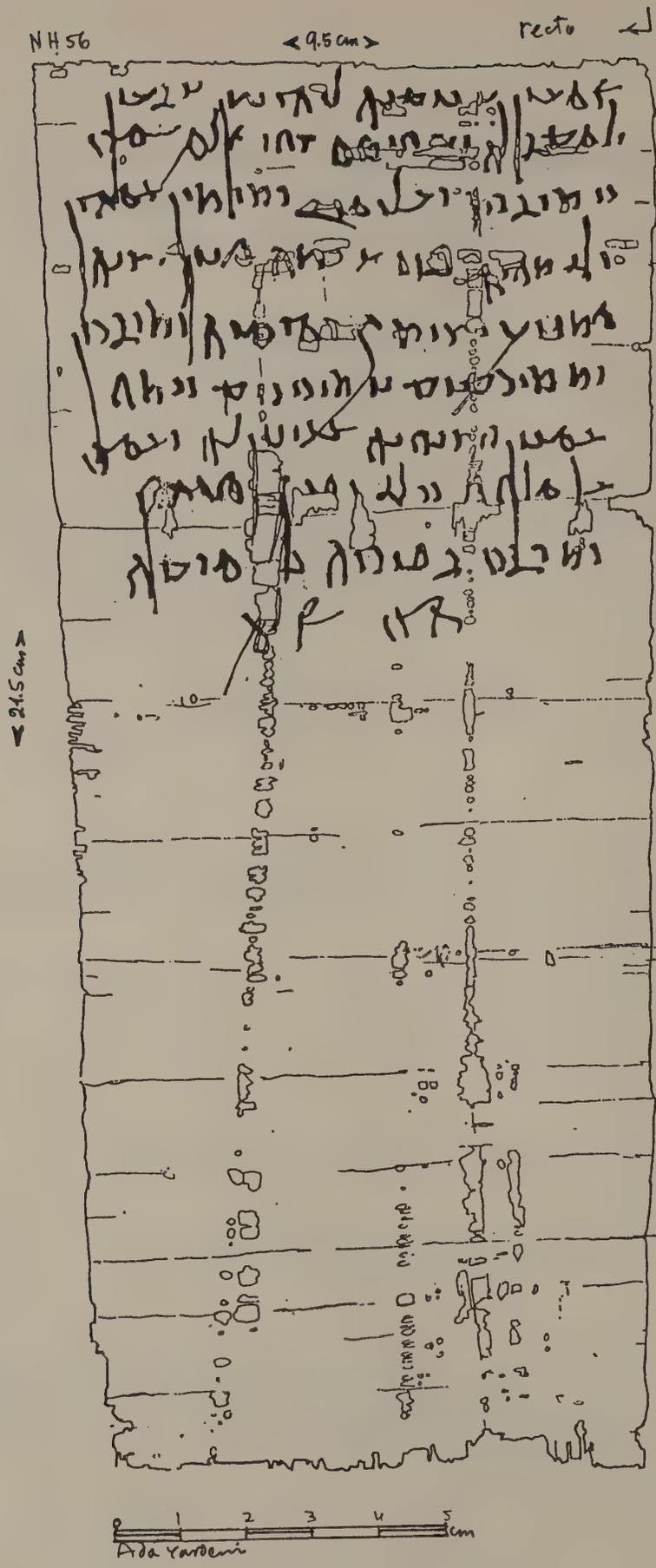


Fig. 42. P. Yadin (5/6 Hev) 56: Recto

P. YADIN 56: TEXT

שמעון בר כוסבה ליהונתן בר בעין 1  
ולמסבלה ובר חיטה אחי שלם עמרו 2  
די תדברון ועלמיא דתיתון עמהון 3  
ולא תהוה פורענתה מנכן ואנה 4  
מתפועא תפוע יאות מןותיתון רהומיה ותדברון 5  
ית תידסוסותירסוס בר תידורוס ויתה 6  
עמכון די אנחנה צריכין לה ועמרו 7  
על מלחה די לא יפרקו יפוק מידיכון 8  
ותדברו בפרדיה בפוריה כלן נו[מוסה] כ[נו]מוסה 9  
הווי שלם 10

TRANSLATION

1 Shim'on, son of K[o]sibah to Yehonathan, son of Ba'yan  
2 And to Mesabalah, and the son of Ḥayyaṭa': My brothers, peace! Pack up  
3 (the goods) for transporting; and the youths—that you bring (them along) with these,  
4 so that there will be no punishment (exacted) from you. And I  
5 am exacting (**or**: shall exact) punishment, as is proper, from the Romans (**or**: and bring the Romans.) And  
6 transport  
7 Theodosius (**or**: Tyrus), son of Theodorus, and let him come  
8 with you, for we are in need of him. And pack (baling)  
9 over the salt so that none will fall out of (**or**: depart from) your hands.  
10 And transport (this) by mules (**or**: in a covered cart), all according to [custo]mary practice.  
Fare you well!

EPIGRAPHIC NOTES

**Line 5:** The first letter seems to be *mem*, the body of which was drawn with a to-and-fro movement, creating a thick stroke rather than a circle. Hence, the reading מתפוע, the Ithpe<sup>el</sup> participle “I am exacting punishment,” is preferable to the imperfect form: אתפוע. In the middle of the line, two readings are possible: (1) as two words: יאות מן; (2) as one word: ותיתון. The ligature at the end is best read as the preposition מן “from, of” rather than the plural suffix -ון, and because the preceding letters can be clearly read as the abstract adverb יאות (*yēōt*) “fitting, proper,” this reading is preferable graphically to the alternative: ותיתון “and you shall bring” (see the COMMENTARY).

**Line 6:** Between תידסוס, which would represent a highly defective Aramaic rendering of Theodosius, and תירסוס, a close Aramaic rendering of Tyrsus, the latter is more likely. Aramaic תידורוס represents Theodoros (cf. P.Yadin 11:37 and XHev/Se 72:1).

**Line 8:** The last word in the line may be read as מידיכון “from your hands,” leaving the option of reading the preceding word as יפרק “will fall out” or יפוק “will depart” (see the COMMENTARY on line 8).

**Line 9:** The second word in the line can be read בפוריה “in a covered cart,” or as is more likely: בפרדיה “by mules” (see the COMMENTARY). The conjectural reading: כלן נו[מוסה] “all according to customary practice” is based on the assumption that the thick vertical downstroke after *kaf* represents a *lamed* that touches the long “leg” of *qof* above it. The reading כן[נו]מוסה (Naveh’s correction), however, should not be ruled out.

COMMENTARY

**Lines 2–3:** The root <sup>c</sup>-*m-r* in the Pi<sup>el</sup>/Pa<sup>el</sup> stem occurs quite frequently in the Bar-Kokhba letters, Hebrew and Aramaic. In addition, it is attested in Biblical Hebrew where it is parallel with *q-ṣ-r* “to reap”: שלא מלא כפו קוצר וחצנו מעמר “when the reaper has not filled his palm nor the baler his sash” (Ps 129:7). The Pi<sup>el</sup>/Pa<sup>el</sup> forms are denominative of either or both עמר “sheaf” (Lev 23:10) and עמיר “baled, tied crops” (Amos 2:13); hence: “to tie, bale, pack up.” Also see Levy 3:665–66 for Rabbinic usage and for forms such as עימור “baling, binding.” The syntax is characteristically Aramaic: עמרו די תדברון, literally: “Pack that you may transport,” best rendered: “Pack for transporting.” The Aramaic verb *d-b-r* “to lead” in the Pa<sup>el</sup> stem has the sense of “transporting,” as again in line 9, below. For Aramaic עלימיא “the youths,” see DNWSI 854-55, s.v. <sup>l</sup>ym “young man, lad,” a term attested at Elephantine and elsewhere (see also Sokoloff DJPA 399), and cognate with Arabic *ḡulāmun* “young man,” and related forms (Lane 2286, col. 3). The spelling with *yod* suggests the Arabic diminutive *ḡulaymun*.

**Line 5:** As indicated in the EPIGRAPHIC NOTES the preferred reading is: יאות מן להומיה “as is

proper, from the Romans.” The form רְהוּמִיָּה is common in Syriac (*LexSyr* 721–22), and could be either singular (= *Rhōmayyāh*), or plural (= *Rhōmayyēh*), the latter being more likely. The spelling with *he'* conveys the rough breathing of the Greek form Ῥωμη. Also cf. the form with prosthetic *aleph*: אַרְהוּמִיָּא in *CIS* II no. 161, a Nabatean inscription (Yardeni 2000c:A:323).

**Lines 6–8:** The form וִיִּתָּה reflects the syncopation of the *aleph* (from: וִיִּאֲתָה) “and let him come.” Aramaic/Late Hebrew צָרִיכִין “are in need of–” is common usage (cf. *Mur* 46 and Sokoloff *DJPA* 469–70, s.v. צָרִיךְ and verbal צָרַךְ). A new sentence begins with the last word in line 7: וְעִמְרוּ עַל מְלַחָה “and pack baling over the salt,” again reflecting denominative usage. The verb *ʿ-m-r* here takes an oblique object rather than the accusative as was the case in line 2, above.

The verb preferably read as פִּרְקִי probably represents the Peʿal imperfect (= *yiproq*) “he will remove, take away.” The sense would be that if the salt is packed, none of it will pour out and be lost, taking the elliptic third person as having stative force. One could translate actively: “so that no one will take it away from your hands,” but this seems less likely. The alternative, פִּוֵּק “will go out, depart,” would not change the essential meaning, but is perhaps less idiomatic.

**Line 9:** Usually, transport was by mule, so that the reading בְּפִרְדִּיָּה is decidedly preferable to בְּפִוּרִיָּה “in a covered cart,” a meaning that is, nonetheless, attested (Sokoloff *DJPA* 426; *LexSyr* 596; < φορεῖον). The construction כִּלְנִי [נוֹ]מוּסָה, if correct, is a variant of כְּנוּמוּסָה.

## P.Yadin 57 (= 5/6Hev 57): AN ARAMAIC LETTER FROM SHIM'ON

Plate 89

### INTRODUCTION

This undated letter from Shim'on (son of Kosiba) is addressed to Yehudah, son of Menasheh, at a place named קרית ערביה. Early on, Yadin presented virtually its full text with some comments (1961:48–50; also see Yadin 1971:128–30). The special interest awakened by this message has been its reference to the celebration of the Sukkoth festival at Shim'on's camp, most likely located at Herodion. There are, however, other aspects of this letter, and of P.Yadin 58, where קרית ערביה is again mentioned, that may prove to be equally instructive.

Yehudah is ordered to assemble and prepare four items that, no doubt, were required for the celebration of the Sukkoth festival (see the COMMENTARY). Two donkeys had earlier been sent to him by Shim'on (son of Kosiba'), and these he was to dispatch, along with two men, to Yehonathan, son of Ba'yan and to Mesabalah, Shim'on's agents in 'Ein Gedi. These donkeys were to be loaded up in 'Ein Gedi with palm branches (ללבין) and citrons (אתרגין), two of the four species prescribed, and sent to Yehudah at קרית ערביה. Yehudah was then to dispatch other persons to bring to him the remaining two species, myrtle (הדסין) and willows (ערבין); where these were to be collected is unspecified. These items were to be assembled and prepared properly and then delivered "to the camp" (למחנה) of Shim'on, because the population there had grown in numbers. The message ends with a greeting.

This message is problematic because the location of קרית ערביה is not known, and, in fact, there is more than one way to interpret the second part of the place name, ערביה. This could be an Aramaic rendering of the last part of the Latin name of the new province, Provincia Arabia. The Hebrew/Aramaic term קריה "town, fortress," however, would not be used to designate an entire province (see Levine 1999a:423–28). Thus, קרית ערביה probably does not mean Provincia Arabia, nor is it even likely that it was located in the new Roman province of Arabia. From P.Yadin 58 we get the clear impression that קרית ערביה was close to 'Ein Gedi, because Shim'on sends greetings to the men of קרית ערביה through Yehonathan and Mesabalah of 'Ein Gedi.

There is also a logical reason for assuming proximity to 'Ein Gedi. We assume that למחנה "to the camp," in line 4, refers to Shim'on's "camp" at Herodion, since the verb *š-l-ḥ* "to send, ship" is used in the orders. Menasheh is to ship the prepared items to some other locale, not to retain them in his own "camp." Now, if קרית ערביה was, indeed, located in Arabia, it would have been utterly impractical to make it the assembly point for the religious objects. Would men and donkeys be sent to 'Ein Gedi from Arabia and other materials brought to Arabia, only to be sent to Herodion, or to Beit-Ther, for that matter?

Acting on the assumption that קרית ערביה was, indeed, located near Ein Gedi, Yadin (1971:130) summarized the possible resolutions: One could read *'Arābayyāh* "(the town of) the Arabs," which would require an explanation as to why it was so-called. He even

entertained the possibility that the name ערבייה means “willows” yielding a name like “Willowville.” In a more systematic vein, Yadin attempted to identify this place with a ruin named 'Arib, located on the road between Beit-Ther and 'Ein Gedi, northwest of Tekoa'. There is also a village between Bethlehem and Hebron called 'Arub where caves have been found with objects dating to the Bar-Kokhba period (see the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: VENUES).

The vocalization 'Arābîyāh is tempting, in context, as an Aramaic rendering of Latin *Arabia*. The vocalization 'Arābayyāh “the Arabs” (an Aramaic determined plural form) is also possible. In either case, we must explain why this site near 'Ein Gedi in Provincia Iudaea was so-called. Perhaps Arabs lived there, or Jews who had come from Arabia resided there. We cannot be certain.

It seems that the four species of Sukkoth held particular significance for Shim'on undoubtedly because of the traditional role of the festival as the major pilgrimage of the year to Jerusalem. It was on that occasion, הַחֵג “the pilgrimage festival,” that the Temple of Solomon had been dedicated (1 Kings 8). In 1991, Amit and Eshel discovered a tetradrachm (= Hebrew/Aramaic סלע) in the Cave of the Rock, some twelve kilometers west of the Cave of the Letters, dated to year three of the revolt (see Amit and Eshel 1993). On one of its sides, we observe the facade of the Temple and the inscription: שִׁמְעוֹן [עוֹן], and on its other side are actually depicted the four species of the Sukkoth festival, and the words: לְחֵרֹת יְרוּשָׁלַיִם “for the liberation of Jerusalem.” On the enhanced significance of the Sukkoth festival in Second Temple times and in the Rabbinic period, see Rubenstein 1999.

A new edition by Hannah Cotton of P.Yadin 52, a Greek letter from Naḥal Ḥever, of somewhat similar content, appears in this volume.

## HEBREW AND ARAMAIC LETTERS

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 57.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 6.6 x 22 cm.

Direction of fibers on Recto: Perpendicular to the script (!).

Description of Damage: Almost intact, with only minor damage at the folds.

Joins: No join is visible on the recto.

Direction of Folds: From top to bottom, and in half.

Maximal height of smallest fold: 1.5 cm.

Maximal height of largest fold: Ca. 1.9 cm.

Number of lines: 5.

Signature: There is no signature.

Height of text (Including the ascenders of *lamed* and the descenders of final *nun*): 5.5 cm.

Maximal Width of text: 21.5 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (0.2–1 cm, including the ascender of *lamed*).

Lower margin (including the descender of final *nun*): 1.2 cm.

Right margin: —

Scribe: Unknown.

Description of Script: Standard "Jewish" cursive, slowly written with a practiced hand. A very clear handwriting with a large spacing between and inside the letters.

Average height of medial *mem*: 0.3–0.6 cm.

Average space between lines: Ca. 0.5 cm.



## HEBREW AND ARAMAIC LETTERS

### P.YADIN 57: TEXT

- שמעון ליהודה בר מנשה לקרית ערביה שלחת לך תרי חמרין די תשלח 1  
עמהן תרגברין לות יהונתן בר בעין ולות מסבלה די יעמרן 2  
וישלחן למחניה לותך ללבין ואתרגין ואת שלח אחרנין מלותך 3  
וימטון לך הדסין וערבין ותקן יתהן ושלח יתהן למחניה בדיל 4  
די אכלסה סגי הוא שלם 5

### TRANSLATION

- <sup>1</sup> Shim'on to Yehudah, son of Menasheh, at Qiryat 'Arabayyah (**or:** 'Arbayyah): I have delivered to you two donkeys (in order) that you dispatch  
<sup>2</sup> along with them two men to Yehonathan, son of Ba'yan, and to Mesabalah (in order) that they pack up  
<sup>3</sup> and deliver to the camp, to you, palm branches and citrons. And you are to send additional persons from your place  
<sup>4</sup> and let them bring you myrtle branches and willows. And prepare them, and deliver them to the camp, because  
<sup>5</sup> the (**or:** its) population is large. Fare well!

### EPIGRAPHIC NOTES

The text, as preserved, has no gaps, but there are some irregularities that require comment.

**Line 2:** The number two, normally written תרי (as in line 1: תרי חמרין “two donkeys”) is here written without final *yod*, as תר and apparently joined as one word with the following גבריין.

**Line 4:** The word for “the camp” is written מחניה, a determined form, as in P.Yadin 58:2 (and cf. Mur 42:2).

**Line 5:** The reading אכלסה “the (or: its) population” is convincing, despite the rather damaged *kaph* and *samekh*.

### COMMENTARY

**Line 2:** On the Paʿel denominative verb, ʿ*ammār* “to tie up, bale, pack,” see the COMMENTARY on P.Yadin 49:7; 56:2.

**Lines 3–4:** The basic requirements for the celebration of the Sukkoth festival are set forth in Lev 23:39–44. There we read of four “species,” in Hebrew ארבעת המינים, which are as follows: 1) פרי עץ הדר, defined as אתרוג “citron” in the later tradition; 2) כפות תמרים, “palm branches,” defined in the later tradition as לולב; 3) ענף עץ עבות, defined in the later tradition as הדס “myrtle”; and 4) ערבי נחל “willows,” known by the same name in the later tradition as ערבין (see Levine 1989:163).

Quite possibly, the Aramaic/Late Hebrew root *t-q-n* may represent an emphatic, secondary realization of the verb *k-w-n* (כ-ו-ן = ק-ו-ן) “to stand” with *taw* preformative, conveying the factitive force of the Paʿel (Levy 4:663–64); hence: “to make fit, prepare, ‘set up.’” Cf. Mur 44:4–5: ותתקן להן מקום פניו “and set up for them a vacant place” (Milik 1961:162). This verb at times refers to the setting aside of priestly gifts from produce, which has led some to interpret the present letter as instructing Yehudah to tithe the materials before delivering them (Yadin 1961:49; and see sources cited in Sokoloff *DJPA* 589). Only the citrons, however, as a fruit that was part of the human diet, would require tithing (*m. Maʿaś* 1:1), so that the object of the verb תקן, plural יתהון “them,” could have as its antecedent only אתרגין. Although this is possible, it would be simpler to relate these instructions to all of the components in general, because three of the four had to be tied together, and even the citron had to be detached from its branch in a certain way. Such acts would fit in with known connotations of the verb תקן. The form ימטון represents the 3mpl. imperfect of the root *m-t-y* “to arrive” in the Aphʿel stem; hence: “they will bring, deliver.”

**Line 5:** Aramaic/Late Hebrew אוכלוסין, in various spellings, represents Greek ὄχλος “crowd, populace” (Liddell and Scott 1102), and has related meanings such as “personnel, soldiers” in Rabbinic literature (Sokoloff *DJPA* 38–39; Levy 1:75, s.v. אכלוזא). The form given here,

#### HEBREW AND ARAMAIC LETTERS

אֶלְסָה, is written defectively, and may represent the determined form, written with *he'* instead of *aleph*, or preferably, the final *he'* represents the masculine pronominal suffix: "its (namely, the camp's) population" (see Lapin 1993:113 n. 7).

## P.Yadin 58 (= 5/6Hev 58): AN ARAMAIC LETTER FROM SHIM'ON

Plate 89

### INTRODUCTION

This is a brief, undated Aramaic letter from Shim'on once again addressed to Yonathan (= Yehonathan), son of Ba'yan and to Mesabalah, his two agents in 'Ein Gedi, with instructions to ship a quantity of salt to "the camp" (למחנייה), most often a way of referring to Shim'on's camp at Herodion. It concludes with friendly greetings to the two, adding the words "and to the men of Qiryat 'Arabayyah." In the INTRODUCTION to P.Yadin 57 the problem of locating Qiryat 'Arabayyah (or: 'Arbayyah) was discussed, and it was noted that the fact that greetings were sent to the residents of Qiryat 'Arabayyah through persons at 'Ein Gedi suggests that the two localities were near each other.

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 58.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 7.1 x 12 cm.

Direction of fibers on Recto: Perpendicular to the script.

Description of Damage: Insect holes as well as tears at the folds caused some damage, mainly to the right half of the document, but most of the text could be restored on the basis of the remains of the letters.

Joins: No join is visible on the recto.

Direction of Folds: From top to bottom, and in half.

Height of upper fold: Ca. 1.5 cm.

Height of largest fold: 2 cm.

Number of lines: 4.

Signature: No signature.

Height of text: Ca. 4.5 cm.

Maximal Width of text: 10.7 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (ca. 0.7–1 cm, including the ascender of *lamed*).

Lower margin: Ca. 1.7 cm (from the bottom of *taw*).

Right margin: 0.5 cm.

Scribe: Unknown.

Description of Script: Standard "Jewish" cursive, written by an unprofessional writer, with a flat calamus, held almost parallel to the line. Large spacing between the letters and between the lines. There are no ligatures. (Key letters: *he*<sup>2</sup> made with two oblique strokes, resembling modern *gimel*; "square"-style *lamed*; looped *taw*, in which the left down-stroke continues vertically below the right one).

Average height of medial *mem*: 0.35–0.4 cm.

Average space between lines: Ca. 0.7 cm.

HEBREW AND ARAMAIC LETTERS

**P.YADIN 58: TEXT**

1 [מן]שמ[ע]ון לינתן ולמשבלה  
2 שלם די תעמרון ותשלחן למחניה  
3 טענן די מלח ארבעה הוה שלם  
4 [ו]לגברי קרית ערביה

**TRANSLATION**

- <sup>1</sup> [From] Shim[on], to Yonathan and to Mesabalah:  
<sup>2</sup> Peace! You are (ordered) to pack up and deliver to the camp  
<sup>3</sup> loads of salt, four. Fare you well!  
<sup>4</sup> [And] to the men of Qiryat Arabayyah (or: Arabayyah).

P. Yadin 58: AN ARAMAIC LETTER FROM SHIM'ON

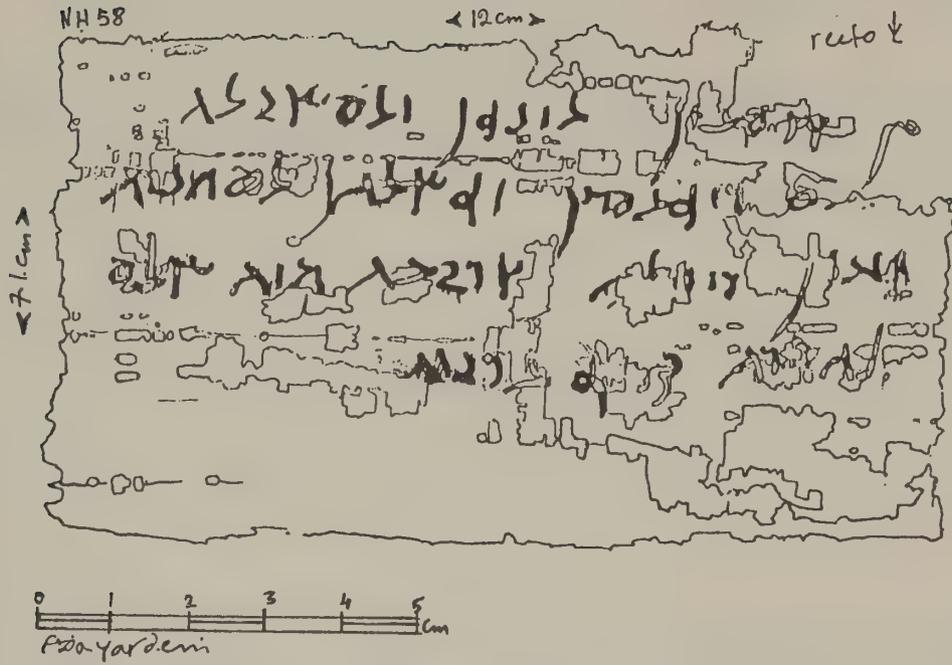


Fig. 44. P. Yadin (5/6 Hev) 58: Recto

EPIGRAPHIC NOTES

**Line 1:** The gap at the beginning of the line is restored as: [מן] “from,” in line with the conventional incipit of the Bar-Kokhba letters. The name שמ[ע]ון was clearly intended.

**Line 3:** The reading טענן is conjectural, the presumed *tet* being connected in an unusual way to the *ayin*, while most of the presumed medial *nun* is missing in the tear.

**Line 4:** The gap at the beginning of the line is restored on syntactic grounds by prefixing conjunctive *waw*: ו[ן]לגברי “and to the men of-.” The final *nun* of the first word in line 3 cuts through the final *yod* of the word ולגבריה.

COMMENTARY

**Line 1:** The spelling ינתן is highly defective: יהונתן → יונתן → ינתן. Generally, one notes a tendency in the Naḥal Ḥever texts toward long forms of traditional personal names, especially those structured as: יהו + verb, such as יהוסף, יהוחנן that also, however, also exhibit syncopated and defective forms. There are also some cases of defective and syncopated spellings: ישוע(א) → ישע (Mur 43:1–2); אלעזר → [possible] לעזר (Mur 41 frag. 4, line 3); שמעון → שמען (4Q346 frag. a, line 3); Arabic שעדלהי → שעדלהי (4Q343:14).

**Line 2:** The Aramaic relative pronoun ܕܝ, when it precedes a finite verb in the imperfect, has virtually imperative force, as if to say: “You are ordered to pack up.” This is also the force of the Hebrew relative pronoun *še-* in the same syntactic position (see APPENDIX C and the GENERAL INTRODUCTION: GRAMMAR: ARAMAIC.IV.d). On the denominative verb *‘-m-r* see the COMMENTARY on P.Yadin 49:7; 56:2.

**Line 3:** Aramaic טענן (= *te<sup>c</sup>unin*) is the plural of טען “load,” (also *plene*, as טעון = *te<sup>c</sup>ûn*), forms known in both Jewish Babylonian Aramaic (Levy 2:174) and in Jewish Palestinian Aramaic (Sokoloff *DJPA* 227, and cf. in Syriac, *LexSyr* 283). הוה שלם “Fare you well!” is a common epistolary idiom.

**Line 4:** This is an elliptic sentence with both the verb and subject missing. The meaning is something like “and deliver my greetings as well to the men of Qiryat ‘Arbayyah.” Aramaic גברי may be compared to Hebrew אנשי “men of-” in P.Yadin 49:1, גבר being the normal Aramaic word for “man.” The sense is that of “people, citizens.”

## P.Yadin 60 and P.Yadin 61 (= 5/6Hev 60 and 61): TWO FRAGMENTARY HEBREW LETTERS FROM SHIM'ON, SON OF KOSIBA

P.Yadin 60: Plate 91

P.Yadin 61: Plate 91

### P.YADIN 60: INTRODUCTION

P.Yadin 60 is another in a series of Hebrew letters addressed by Shim'on, son of Kosiba (whose name is, however, not preserved) to Yehonathan (son of Ba'yan, presumably), one of his agents at 'Ein Gedi, whose first name is legible in line 1, and perhaps to Mesabala', as well (in the gap of line 2). Like other letters of this sort, it must have contained specific instructions. This papyrus is so fragmentary, however, that most of the content of the letter is either illegible or unintelligible, making any attempt at continuous translation futile.

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 60.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 5.9[+?] x 7.2[+?] cm.

Direction of fibers on Recto: Perpendicular to the script.

Description of Damage: Most of the right part of the document is missing. The rest is severely damaged, but remains of the ends of five consecutive lines survived. The text is too fragmentary to enable restoration.

Joins: No join is visible on the recto.

Direction of Folds: From top to bottom, and in half(?)

Height of smallest fold: Ca. 0.7 cm. (?)

Height of largest fold: Ca. 1.4 cm. (?)

Number of lines: 5.

Signature: No signature? (there may have been one on the missing bottom of the document).

Height of text (including the ascender of *lamed* and the descender of final *nun*): 5.4 cm.

Maximal Width of text: 7[+?] cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (ca. 0.5 cm, including the ascender of *lamed*).

Lower margin (including the descender of final *nun*): Ca. 0.8 cm. (?; perhaps lines are missing at the bottom).

Right margin: Missing.

Scribe: Unknown.

Description of Script: Standard "Jewish" cursive, written carelessly. Largely spaced letters, varying in size and in form.

There are no ligatures. Three of the surviving lines were miscalculated and terminate either below or above the line, near the left edge of the papyrus sheet.

Average height of medial *taw*(!): 0.4–0.6 cm.

Average space between lines: Ca. 0.5–0.7 cm.

HEBREW AND ARAMAIC LETTERS

P.YADIN 60: TEXT

°[ ליהונתן ] 1  
°[ ש/יך את ] 2  
צִי  
ד/רי  
°[ ת°°°ן °°°הם ] 3  
°[ ע° לעא/צי/לן תדברון\תרסין וקת° ] 4  
°[ ש°א/ש°ן ] 5  
°[ ש°ל°א°כין ולא תשא

TRANSLATION

<sup>1</sup> [From Shim'on ...] to Yehonathan

<sup>2</sup> [

<sup>3</sup> [

<sup>4</sup> [

<sup>5</sup> [

(Remains of lines 2–5 are visible, but are too fragmentary to allow for any interpretation).

P.Yadin 60 and P.Yadin 61: TWO LETTERS FROM SHIM'ON, SON OF KOSIBA

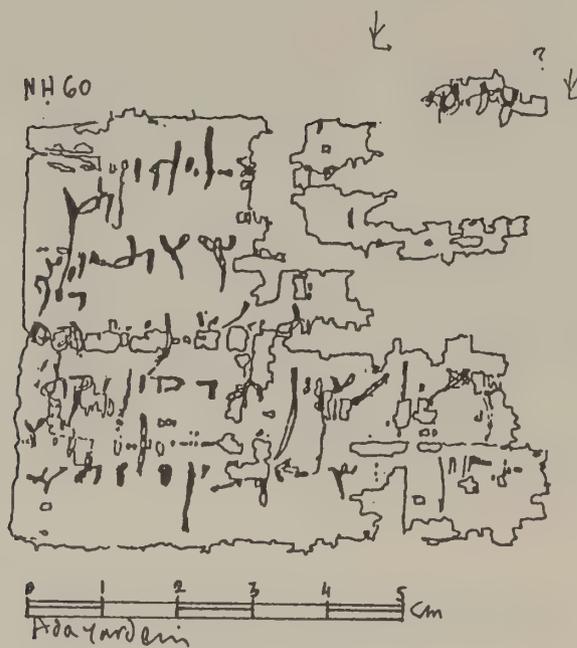


Fig. 45. P. Yadin (5/6 Hev) 60: Recto

**EPIGRAPHIC NOTES AND COMMENTARY**

**Line 1:** It is unclear why, at the end of line 1, the last two letters of Yehonathan's name (תן-) are written below the line on the papyrus. The other lines conclude with either sublinear or supralinear script. Only selected letters may be read with certainty, and, in all, the text is too damaged to enable translation.

**Line 3:** At the end of the line we may perhaps read: הם which can signify a subject pronoun "they," or the 3mpl. suffix pronoun or even the accusative "them."

**Line 4:** We may possibly read here תדברון, but both this reading and the context are unclear.

**Line 5:** Only the negative ולא "and not" is legible, enclosing a statement that most probably instructed the addressee to refrain from certain actions. The final word in line 5, תשא, would then represent the beginning of an imperfect verb, second person plural, from the root *n-š-* "to carry." This would require, however, an object that would have appeared in the next line, but there are no traces of another line.

### P.YADIN 61: INTRODUCTION

P.Yadin 61 is a letter addressed by Shim'on, son of Kosiba, to "the men of Tekoa" demanding payment of an outstanding obligation. It is in a highly fragmentary state making any attempt at continuous translation futile. It has been classified as Hebrew, although there are counter-indications. Some information is known about relations between Shim'on and the residents of Tekoa' and their leaders. In P.Yadin 54, an Aramaic letter of Shim'on, son of Kosibah to Mesabala' and to Yehonathan, son of Bay'an at 'Ein Gedi, orders are given to burn down the houses of persons from Tekoa', and from elsewhere, residing in 'Ein Gedi. In P.Yadin 55 the same officials are ordered to deliver to Shim'on without delay any Tekoans in 'Ein Gedi. Quite possibly the present letter, as fragmentary as it is, offers a clue to the problem, namely, that the Jews of Tekoa' were behind in meeting their payments; for what, exactly, we do not know. On the localities of reference in the Naḥal Ḥever papyri, see the GENERAL INTRODUCTION: SUBJECTS OF GENERAL INTEREST: VENUES.

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 61.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 13.5 x 11.2 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: The lower right quarter of the document is missing altogether, while the rest is severely damaged. The beginnings of lines 1–3 survived. The large left margin is almost intact, but most of the text suffered severe damage, leaving only single words to be restored.

Joins: No join is visible on the recto.

Direction of Folds: From bottom upwards(?).

Height of smallest fold: Ca. 2.2 cm.

Height of largest fold: Ca. 2.9 cm.

Number of lines: 7[+?].

Signature: [?].

Height of text: 9[+?] cm.

Maximal Width of text: Ca. 8 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (ca. 0.1–1 cm).

Lower margin: Ca. 4[-?] cm.

Right margin: Missing.

Scribe: Unknown.

Description of Script: Standard "Jewish" cursive, written with a flat calamus, held parallel to the line. Large spacing between the letters and between the lines. No ligatures. (Key letters: final *kaf*[?] and *resh*[?] with a convex "roof"; *shin* with a long left down-stroke; *taw* with a high shoulder).

Average height of medial *mem*: Ca. 0.35–0.4 cm.

Average space between lines: Ca. 1 cm.

HEBREW AND ARAMAIC LETTERS

P.YADIN 61: TEXT

משמעון בן] כסבאוכשבא לאנשי ת]קוע	1
ה] [אסורואסי/וד/ר/ך עלוי°] ש° [ג/נצה	2
א/ו/זג/ה/ח/ו/ז/יתמשך] ו]	3
שתפוען לי	4
ת° [ ]°°°° [ ]°	5
כלא] ו]°°° [ ]	6
°ת [ ]	7
[?]	8

TRANSLATION

- 1 From Shim'on, son of [Kosiba' to the people of Te]koa'.
- 2 ... [...]....
- 3 ... [...]....
- 4 [...]that you are to pay me
- 5 [...]... [...]....
- 6 [...]... [...]....
- 7 [...]...
- 8 [?]

P. Yadin 60 and P. Yadin 61: TWO LETTERS FROM SHIMON, SON OF KOSIBA

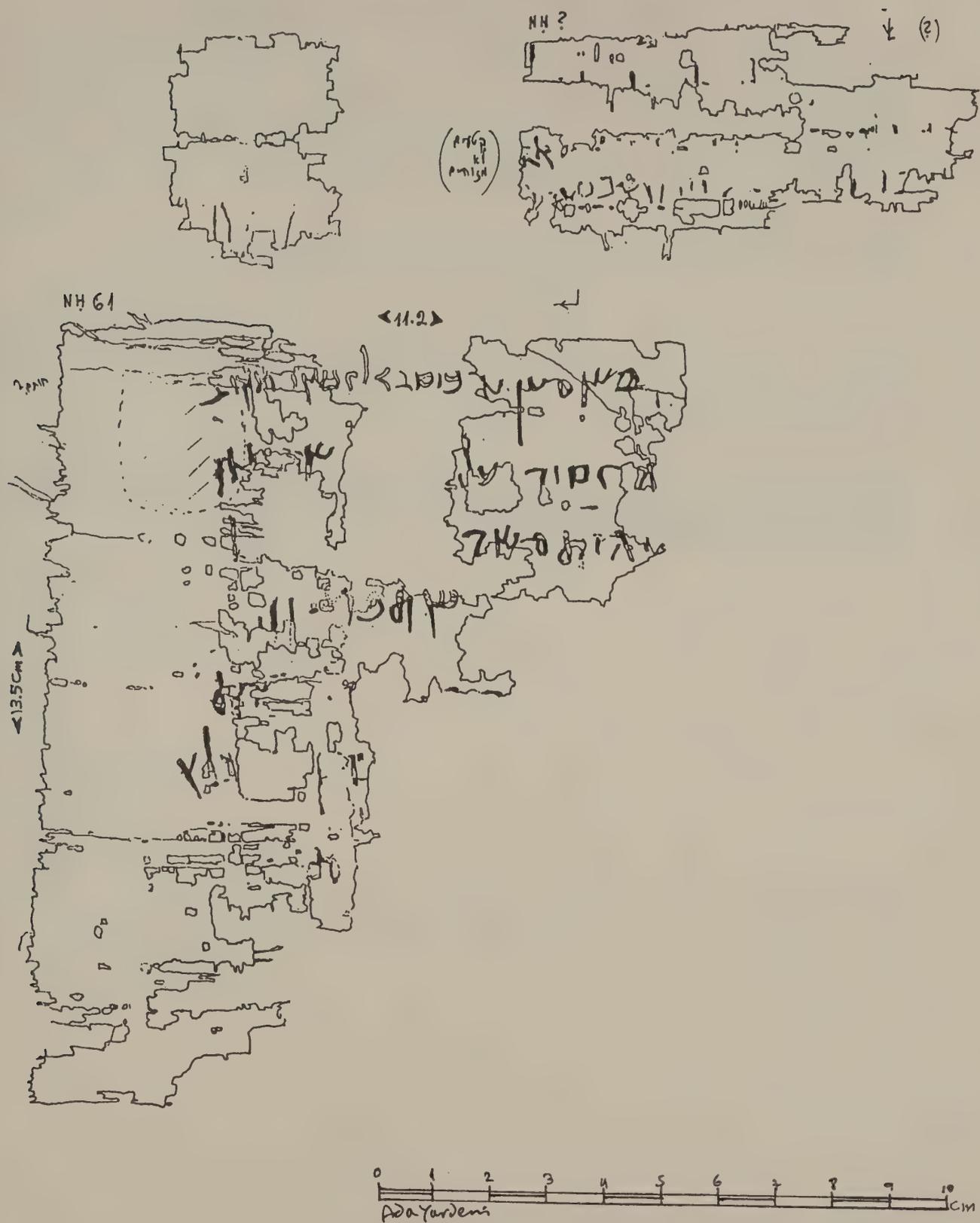


Fig. 46. P. Yadin (5/6 Hev) 61: Recto

**EPIGRAPHIC NOTES AND COMMENTARY**

**Line 1:** This line may be reasonably restored: משמעון ברן כסבא לאנשי ת[קוע "From Shim'on, so[n of Kosiba' to the men of Te]koa'." Since the patronymic must be restored, we cannot be certain how it was spelled. It is worth mentioning that usage of the formula "the people of GN" is nuanced to mean the persons in charge, not everyone who resided in a certain place (see the COMMENTARY on P.Yadin 49:1).

**Line 2:** In line 2 we may read the words: אסור עלוי. which mean either "I shall come around to ...," or: "forbidden for (or: to)." The context is unclear, however.

**Line 4:** The demand for payment is expressed by the verbal form שתפרען לי "You (pl.) are to pay to me," written defectively. This verb is well known in the Naḥal Ḥever documents and other contemporary sources.

**Line 6:** This line ends with the letters כללא. It may be the word כלא "prison" or the end of a longer word, the beginning of which is missing in the tear. In a Hebrew letter we would not expect the Aramaic adverb כלא "entirely."

## P.Yadin 62 (= 5/6Hev 62): A FRAGMENTARY PAPYRUS (ARAMAIC?)

Plate 91

### INTRODUCTION

The text of this severely damaged letter is too fragmentary to allow for translation or interpretation.

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 62.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 10 x 9.2 cm.

Direction of fibers on Recto: Parallel to the text.

Description of Damage: Apart from a few letters and parts of words, this document is extremely damaged. It has holes all over and at the folds. The second fold from the right is almost entirely missing and some text at the top may be missing as well. It is possible, however, to estimate the width of the text on the basis of the surviving beginnings and ends of a few lines.

Joins: No join is visible on the recto.

Direction of Folds: Sidewise; ?.

Height of right fold: 1.8 cm.

Height of largest fold: ? (it is difficult to determine the precise width of the folds).

Number of lines: [?+]5.

Signature: [?].

Height of text: 4.5[+?].

Maximal Width of text: Ca. 8.3 cm.

Maximal Measurements of Margins:

Upper margin: Missing?

Lower margin: Ca. 3.5 cm(?).

Right margin: Ca. 0.7 cm.

Scribe: Unknown.

Description of Script: Standard "Jewish" cursive. Largely spaced lettering. No ligatures. (Key letters: *beth* with a very long "tail"; medial *kaf* resembling the numeral 3 [unless the reading is wrong]).

Average height of medial *taw*(!): Ca. 0.5 cm.

Average space between lines: Ca. 0.5 cm.

HEBREW AND ARAMAIC LETTERS

**P.YADIN 62: TEXT**

[		]	מ	[		]	1	
[		]	א	ו	ד	ר	ו	2
[	]	]	]	]	ב	]	3	
[	]	]	]	]	כ	ו	4	
	י	]	א	]	ט	מ	5	

This letter is too fragmentary to allow for translation.

**EPIGRAPHIC NOTE**

**Line 4:** We may have the Aramaic comparative כות “like, as, as well, according to” in the middle of this line, and if so, this sole surviving meaningful word would indicate that the text was in Aramaic.

P.Yadin 62: A FRAGMENTARY PAPYRUS (ARAMAIC?)

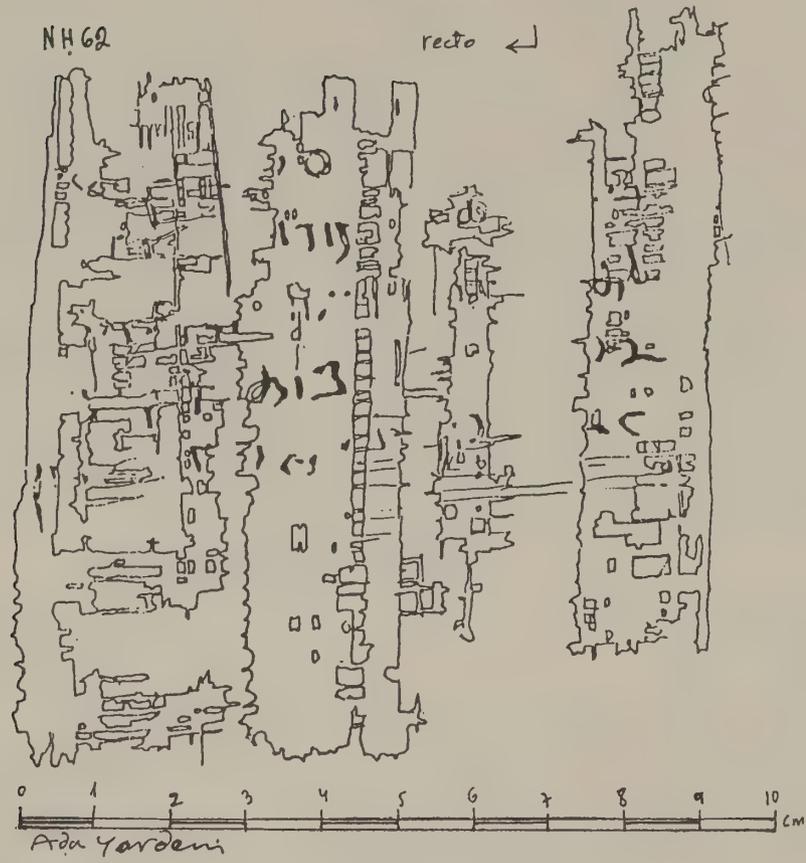


Fig. 47. P. Yadin (5/6 Hev) 62: Recto

## P.Yadin 63 (= 5/6Hev 63): AN ARAMAIC LETTER FROM SHIM'ON, SON OF KOSIBA'

Plate 92

### INTRODUCTION

P.Yadin 63 is an undated Aramaic letter from Shim'on, son of Kosiba' preserved in a highly fragmentary condition. The name of the addressee (or names of the addressees) cannot be read with certainty. The letter may have been addressed to two persons, one of them being Mesabalah, one of Shim'on's agents in 'Ein Gedi, and the other Yehonathan (see the EPIGRAPHIC NOTES to line 1). The letter appears to be a demand for payment, as evidenced by the plural passive participle ותקילין "and are weighed out, paid" in line 3. Further on, in lines 4–5, there is reference to a previous letter (Aramaic אגרתה) sent to the addressee(s) by Shim'on, son of Kosiba' through Shim'on, son of Yishma'el, and we may, therefore, conclude that the people in 'Ein Gedi had already been put on notice. The present letter continues with an admonition and ends with the customary greeting: "Fare you well!"

### PHYSICAL DESCRIPTION

Number of Document: P.Yadin 63.

Material: Papyrus.

Kind of script: "Jewish."

Kind of Document: Letter.

The Group of documents to which it belongs: The Bar-Kokhba letters.

Condition at time of discovery: Folded and packed together with the other letters in a bundle tied up with two threads.

Maximal Measurements: 16.5 x 13.8 cm.

Direction of fibers on Recto: Parallel to the script.

Description of Damage: The document suffered some damage at the two left folds, where some of the text has been torn away or peeled off. Most of the text exists, but the document had apparently been folded before the ink dried, and a mirror image of some of the text stained the entire letter.

Joins: No join is visible on the recto.

Direction of Folds: Sidewise; from right to left(?), and in half.

Height of right fold: Ca. 2.3 cm.

Height of middle fold: 3.1 cm.

Number of lines: 8.

Signature: No signature?

Height of text (including the ascender of *lamed*): Ca. 10 cm.

Maximal Width of text: 12 cm.

Maximal Measurements of Margins:

Upper margin: Almost no margin left (0.7 cm, including the ascender of *lamed*).

Lower margin (From the bottom of the long oblique stroke): 5.8 cm.

Right margin: Ca. 1.4 cm.

Scribe: Unknown.

Description of Script: Standard "Jewish" cursive mixed with the formal style (represented mainly by *het*, medial *kaf* and *lamed*). A "rounded" handwriting, carelessly written by a practiced hand. Large spaces between and inside the letters, as well as between the lines. (Key letters: *lamed* with a rounded "hook" and a triangular body; *taw* with the top of its left down-stroke curving backward).

Average height of *taw*(!): 0.45–0.6 cm.

Average space between lines: Ca. 0.8 cm.

P. Yadin 63: AN ARAMAIC LETTER FROM SHIM'ON, SON OF KOSIBA'

NH 63

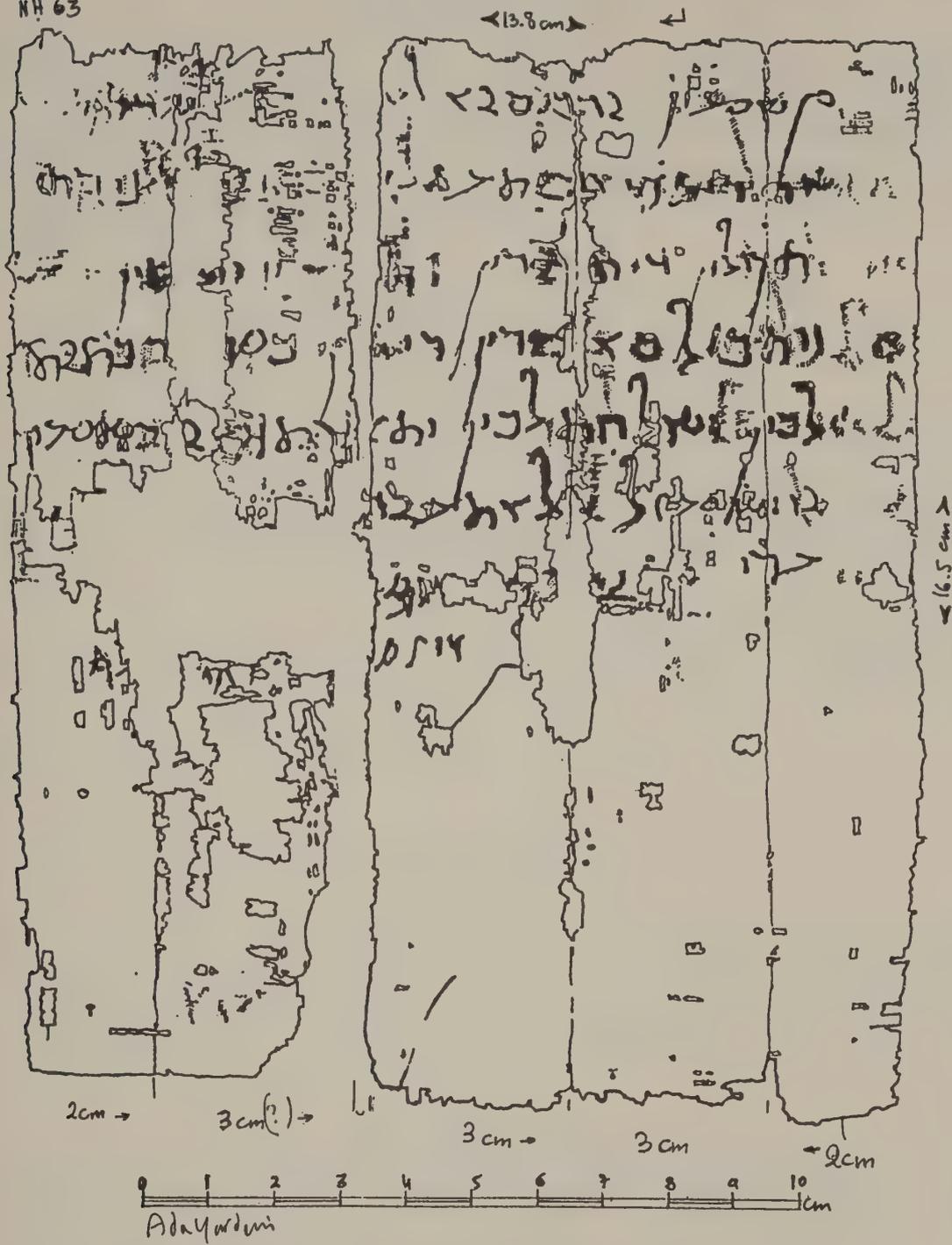


Fig. 48. P. Yadin (5/6 Hev) 63: Recto

HEBREW AND ARAMAIC LETTERS

P.YADIN 63: TEXT

מִן שְׁמַעוֹן בֶּר כּוֹסְבָא לִּ	1
שֵׁת עֵד/רָא ]תַּע גְּלִי ]	2
וּתְקִילִין דִּי ת ]דְּרוּ/וִין וְת ]	3
וִית כּוֹל מִ/סָּא ]דְּרוּ/וִין דִּי ]	4
לְכוּן וְשִׁלַּחַת לְכוּן יֵת אֲגָרְתָּהּ בִּי ]דְּ שְׁמַעוֹן	5
בֶּר יִשְׁמַעְאֵל לֹא תַעֲבֹדְנִי ]לִ ]	6
עֲדִיעֵרִי ]בִּי ]מִ ]	7
] ? ] דִּי אֲמִן ]הוּא/הוֹנִי שֵׁלֵם	8

TRANSLATION

- 1 From Shim'on, son of Kosiba' to ...[...][and Mesaba]lah: That
- 2 ...[...]
- 3 and are weighed out, that (or: which) you ...[...]
- 4 and all of ...[...][...][...] that ...[...][...] I have written
- 5 to you, sending you a letter (or: <sup>[4]</sup>and all the ... that I wrote <sup>[5]</sup>to you. And I have sent you a letter) by the
- 6 [h]and of Shim'on,
- 7 son of Yishma'el. Do not d[o ]to[...]
- 8 ...[...]
- 8 [?]. . . that I have ...[...]. Fa[re you w]ell!

### EPIGRAPHIC NOTES

**Line 1:** In order to be able to read some of this text, we should ignore its mirror image, which stains the letters. In line 1, the text reads: לַהּ [ ] לֹ. One would expect the name of Yehonathan (**or:** Yonathan), son of Ba'yan to come first, followed by Mesabalah, and we have provisionally restored: לַהּ [מסב]לַהּ. There is room for both names in the gap. The form of address is similar to most of the letters in this group.

**Line 2:** There are some legible letters, but no identifiable words in this line.

**Line 3:** After ותקילין “and are weighed out,” we have a relative clause: די ת [ ] ד/רו/ין “That you [are to]–,” probably followed by verbs in the second person plural.

**Line 4:** Most of the line is badly damaged. Legible at the beginning are the words: וית כול “and all,” perhaps followed by מא, yielding: “and all that....” Again, the relative די introduces a new clause, after which the line ends with a legible verb that begins a new statement.

**Line 5:** The line is completely legible, requiring only the restoration ביד “through, via.”

**Line 6:** The second part of the line exhibits a long gap after the negative imperative, probably in the plural: לא תעבדו “Do not do.”

**Line 7:** Incomprehensible, with only a few legible letters.

**Line 8:** An intended space was left at the beginning of this line. After a long gap, we may read די אמנ [ ] . A restoration [ ] די אמנרת\אמנרין [ ] “... that I have sa[id]\they s[ay]” is conjectural, because the preceding ligature cannot be identified. The line concludes with a greeting, expressed with either the singular or the plural imperative of the verb *h-w-y*, הוּא [א] or הוּוּוּ, most likely the latter, followed by the word לם [ש].

### COMMENTARY

**Line 3:** We have encountered several references to weighing out payments due in Hebrew and Aramaic letters and legal documents from the Judean Desert, as for example in P.Yadin 42:6; 43:3, and in Mur 24.

**Lines 4–8:** In these lines we have the only completely legible sentence in the letter. On the term אגרתה “a letter” (technically: “the letter”) see the COMMENTARY on P.Yadin 53:1. The sequential effect of the two finite verbs, ושלחת ... כתבת is most likely to render the latter circumstantial: “I wrote to you, sending you,” rather than: “I wrote to you, and I sent to you.” The damaged word before the verb כתבת, however, may have been its direct object, and the

#### HEBREW AND ARAMAIC LETTERS

sentence itself may thus have begun with the words at the beginning of line 4: וית כול, thereby yielding the translation: “*and all the ... that* I wrote to you.” In that case, the verb ושלחת “and I have sent” would begin a new clause. In line 6, the addressees are told not to do something. Line 8 is indented. It begins with an unidentified ligature, followed by about four words, three of which are damaged. The expected greeting at the end of the letter may be restored with certainty, but the two preceding words are unintelligible (see the EPIGRAPHIC NOTES).

# GREEK LETTERS

by

Hannah M. Cotton

<i>Text</i>	<i>Sender</i>	<i>Addressee(s)</i>
P.Yadin 52	Soumaios	Yonathes, son of Beianos; Masabala
P.Yadin 59	Annanos (or: Aelianus)	Yonathes
P.Yadin 64	<i>fragmentary</i> (plate only)	



**Greek Letters**  
by  
**Hannah M.Cotton**

**P.Yadin 52**

**Letter from Soumaios to Yonathes and Masabala in Ein Gedi<sup>1</sup>**

First publication: B. Lifshitz, 'Papyrus grecs du désert de Juda', *Aegyptus* 42, 1962, 241.<sup>2</sup> SB VIII 9843 reproduces Lifshitz' text. The text was republished with corrections by D. Obbink, 'Bilingual Literacy and Syrian Greek', *BASP* 28, 1991, 53-4; H. Lapin, 'Palm Fronds and Citrons: Notes on Two Letters from Bar Kosiba's Administration', *HUCA* 64, 1993, 114; G.W. Nebe, 'Die beiden griechischen Briefe des Jonatan Archivs in Engedi aus dem zweiten jüdischen Aufstand 132-135 n. Chr.', *Revue de Qumran* 17, 1996 (= *Hommage à J.T. Milik*), 276-7; L. Devillers, 'La lettre de Soumaïos et les Ioudaïoi johanniques', *RB* 105, 1998, 571-2 (in transliteration). In addition there were several suggested corrections to lines 12-14: G. Howard and J.C. Shelton, 'The Bar-Kochba Letters and Palestinian Greek', *IEJ* 23, 1973, 101-2; H.B. Rosén, 'Die Sprachen im römischen Palästina', *Die Sprachen im römischen Reich der Kaiserzeit, Beihefte der Bonner Jahrbücher* 40, 1980, 224-6. A draft of a transcription of the text (perhaps made in consultation with H.J. Polotsky), found among Yadin's personal papers, reached me through Ada Yardeni. It is the basis for Yadin's translation of the text in his *Bar Kokhba. The Rediscovery of the Legendary Hero of the Second Jewish Revolt*, London 1971, 130-2.

Place: Unknown (between Ein Gedi and Bar Kokhba's camp at the time).

Date: It seems reasonable to assume that this letter, like the others discovered in the same bundle in the Cave of Letters, dates to the very last months of the revolt, i.e. just before the rebels left Ein Gedi and escaped to Naḥal Ḥever. Contrary to what has been assumed so far, it is likely that the revolt continued beyond the traditional date, the month of Ab (July/August) 135, perhaps even into 136.<sup>3</sup> The pressing need for wands and citrons and the mention of the approaching festival imply that the letter was written shortly before the festival of Tabernacles. Thus this letter is to be dated in September or even early October 135 — depending of course on when Sukkot was celebrated that year.

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<sup>1</sup> I am grateful to Dieter Hagedorn and Klaus Maresch for their generous help. I thank David J. Wasserstein and Ra'anana Meridor for going carefully over the manuscript.

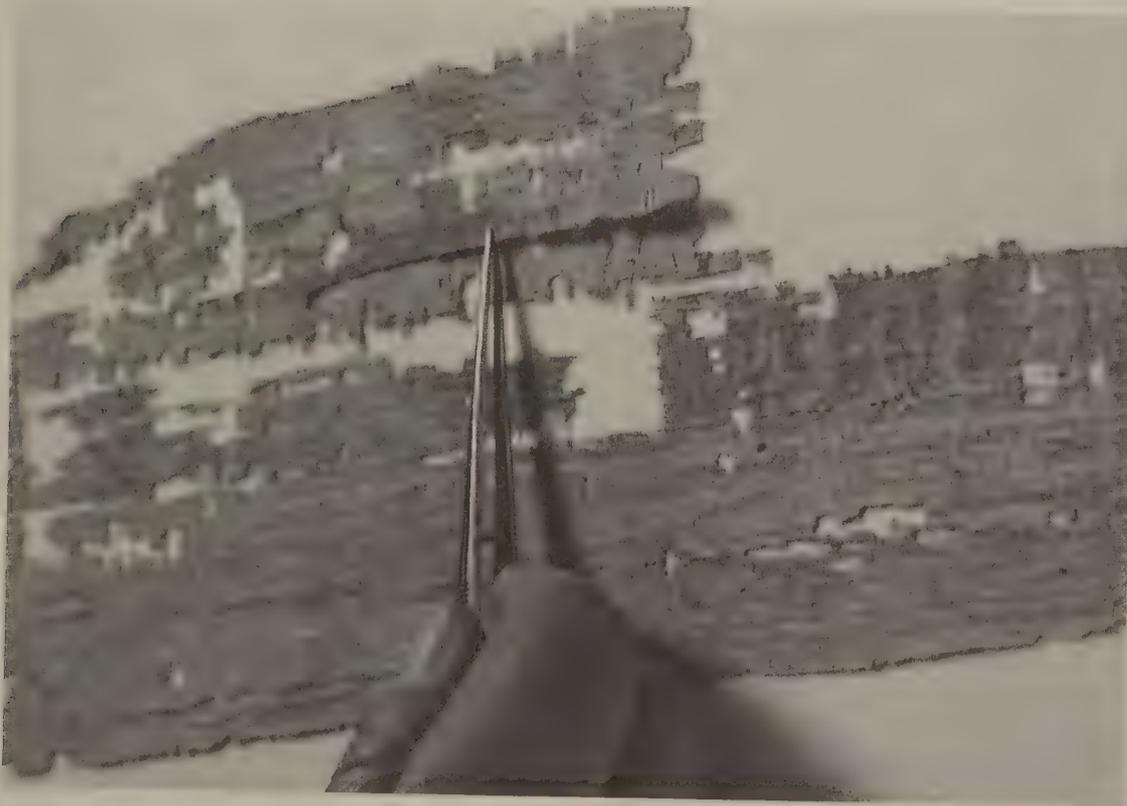
<sup>2</sup> Reproduced in an appendix below.

<sup>3</sup> See W. Eck and G. Foerster, 'Ein Triumphbogen für Hadrian im Tal von Beth Shean bei Tel Shalem', *JRA* 12, 1999, 294-313.



## Description:

The papyrus measures 25.3 x 9.5 cm, but the writing occupies only some two thirds of it with almost 8 cm left blank below the written part. The text is written along the fibres. All the margins are preserved. The margin to the left of the text is much wider than that to its right (3 cm against 1 cm). The left-hand part of the papyrus has suffered much damage: it is now entirely detached from the right-hand part, although the papyrus fibres match perfectly at the very top; in addition, the lower left-hand side of the papyrus beneath the written space is missing; finally, a narrow strip of papyrus of uneven width is lost, just after the beginning of the lines, along the length of the entire written part of the papyrus, so that one or more letters are missing after the first or second letter in most lines. It is possible to estimate the amount of loss and align the two parts on the basis of secure restorations in many lines (e.g. ll. 5, 10, 16 and 20). Two fragments of a narrow strip of papyrus with traces of letters, seen on the *recto*, belong to the *verso* (see below), and match perfectly the traces of ink there. On 25 July 2001, when the papyrus was examined, the longer strip was re-attached to the back. The spindly faint letters of the *verso* are illegible but appear likely to have contained the names of one or both addressees of the letter.



GREEK LETTERS

Museum inv. no. 213  
Cotton-Cockle-Millar no. 317<sup>4</sup>  
Plate 90

- |        |  |
|--------|--|
| (m .1) | 1.    Κου[μαι]ος Ἰωναθη<br>2.    Βειανου καὶ Μα-<br>3.    [σ]αβαλα[ι] χαίρειν.<br>4.    ἐπιδὴ ἔπεμσα πρὸς<br>5.    ὑμᾶς Ἀ[γ]ρίππαν σπου-<br>6.    δ[άσα]τε πέμψε μοι<br>7.    θ[ύ]ρσου[σ] καὶ κίτρια,<br>8.    ὄ[σον] δυνασθήσεται,<br>9.    εἰς [π]αρεμβολὴν Ἰου-<br>10.  δ[αί]ων καὶ μὴ ἄλλως<br>11.  π[οι]ήσεται. ἐγράφη<br>12.  δ[ὲ] Ἑλληνεστὶ διὰ<br>13.  τ[ὸ] [ῆ]μᾶς μὴ εὐρη-<br>14.  κ[έ]ναι Ἑβραεστὶ<br>15.  ἐγγρ[ά]ψασθαι. αὐτὸν<br>16.  ἀπ[ό]λυσαι τάχιον<br>17.  δι[ὰ τ]ὴν ἑορτὴν<br>18.  καὶ μὴ ἄλλως ποιή-<br>19.  σῆ[ται]. |
| (m.2)  | 20.  Κουμαιος<br>21.  ἔρωσο  |

<sup>4</sup> ἐπειδὴ ἔπεμψα <sup>6</sup> πέμψαι <sup>7</sup> κίτρια <sup>8</sup> δυνασθήσεται <sup>9</sup> εἰς <sup>10</sup> ἄλλως <sup>11; 18-19</sup> ποιήσῃτε  
<sup>12</sup> Ἑλληνιστί <sup>14</sup> Ἑβραϊστί

Translation:

(First hand) Soumaios to Yonathes son of Beianos and to Masabala greetings.

Since I have sent you Agrippa, hurry to send me wands and citrons, as much as you will be able to, for the camp of the Jews, and do not do otherwise. It (the letter) was written in Greek because of our inability (to write?) in Hebrew letters. Release him<sup>5</sup> (Agrippa) more quickly on account of the festival, and do not do otherwise.

(Second hand) Soumaios, Farewell.

<sup>4</sup> H.M. Cotton, W. Cockle and F. Millar, 'The Papyrology of the Roman Near East: A Survey', *JRS* 85, 1995, 214–35.

<sup>5</sup> Or: 'make haste to release him', see commentary below.

## Comments on readings:

Throughout the transcriptions no accents or breathings are given to Semitic names.

L. 1 Note the *ekthesis* (hanging indent) in the first line with the first two letters of the name  $\text{Cov}[\mu\alpha\iota]\text{oc}$  introjecting for about 1 cm into the left margin.

L. 2  $\text{B}\epsilon\iota\alpha\nu\omicron\upsilon$  — one can just make out the trace of the *iota* exactly above the *beta* of the Masabala in l. 3. The presumed ligature of *epsilon* and *iota* would resemble that in  $\chi\alpha\acute{\iota}\rho\epsilon\iota\nu$  at the end of the line. True, this reading leaves an unaccounted for space between the *iota* and the following *alpha*. There is no doubt though that this is the Greek transcription of Yonathes' patronymic:  $\text{Ba}'\text{yan}$  (e.g. *P.Yadin* 50) or  $\text{Ba}'\text{yah}$  (e.g. *P.Yadin* 53). The reading of  $\text{B}\epsilon\iota\alpha\nu\omicron\upsilon$  rather than Lifshitz'  $\text{B}\alpha\acute{\iota}\alpha\nu\omicron\upsilon$  is supported by the presumed identification of Yonathes (Yonathan) as the brother of Miriam daughter of  $\text{B}\epsilon\iota[\iota]\alpha\nu\omicron\upsilon$ , previous or other wife of Eleazar son of Judah son of Eleazar Khthousion, Babatha's second husband, in *P.Yadin* 26.<sup>6</sup> Yonathes son of Beianos and Masabala son of Shim'on, Bar Kokhba's representatives, as it seems, in Ein Gedi, are the addressees of the majority of the Aramaic and Hebrew letters (*P.Yadin* 49, 50, 54, 55, 56, 58, perhaps also 63; 51 and 53, perhaps also 60, address Yonathes alone).

Ll. 2-3  $\text{Ma}[\text{c}]\alpha\beta\alpha\lambda\alpha[\iota]$  — There is enough space for the *iota adscriptum* — as in  $\text{I}\omega\nu\alpha\theta\eta\iota$  — in the space between the name and  $\chi\alpha\acute{\iota}\rho\epsilon\iota\nu$ . The man, Masabala son of Shim'on, appears in the Aramaic and Hebrew letters of the Bar Kokhba archive with his name written variously as  $\text{M}\text{S}\text{B}\text{L}\text{H}$  or  $\text{M}\text{S}\text{B}\text{L}\text{H}$ . The same man served as a witness in two of the leases written in Ein Gedi (*P.Yadin* 44, l. 28 and 45, l. 32) and in a waiver of claims by Shelamzion daughter of Yehosef from Ein Gedi (*P.Hever* 13, l. 14).<sup>7</sup> The Greek transliteration of the man's name in this papyrus helps to determine the vocalization of the vowel-less  $\text{M}\text{S}\text{B}\text{L}\text{H}$  in the Aramaic papyri as 'Masabala', which sounds better in Aramaic than Masbala. One may note though that Bab(a)tha —  $\text{B}\text{B}\text{H}\text{H}$  — is normally spelled  $\text{B}\alpha\beta\alpha\theta\alpha$  but in her land declaration, the most formal of all the Greek papyri of her archive, her name is spelled  $\beta\alpha\beta\theta\alpha$  (*P.Yadin* 16, ll. 13, 33-34).

L. 4 Here the body of the letter starts. This is indicated by the larger gap left by the writer between this line and the one preceding it (see Nebe ad loc.).

$\epsilon\pi\iota\delta\eta$  — Yadin's restoration, but for the *epsilon*, which he has put in square brackets. Lifshitz'  $\epsilon[\pi]\eta\delta\eta$  takes what is left of the *pi* together with the *iota* to be an *eta*, resembling the *eta* in  $\delta\upsilon\nu\alpha\sigma\theta\acute{\eta}\sigma\epsilon\tau\alpha\iota$  in line 8. It is quite true that the *pi*'s in this papyrus are

<sup>6</sup> Published in N. Lewis, *The Documents from the Bar Kokhba Period in the Cave of Letters: Greek Papyri*, Jerusalem 1989.

<sup>7</sup> Edited by Yardeni in H.M. Cotton and A. Yardeni, *Aramaic, Hebrew and Greek Texts from Naḥal Hever and Other Sites with an Appendix Containing Alleged Qumran Texts (The Seiyâl Collection II)*, Discoveries in the Judaean Desert XXVII, Oxford 1997 (henceforward Cotton-Yardeni). On witnesses in the documents from the Judaean Desert see now T. Ilan, 'Witnesses in the Judaean Desert Documents: Prosopographical Observations', *SCI* 20, 2001, 169-78.

never joined in ligature to the letters standing on their right (see twice in this line and Ἄ[γ]ρίππαν in l. 5). However, Lifshitz' restoration makes the gap created by the loss of the thin strip of papyrus larger than seems possible. Nebe's ὅτι δὴ is palaeographically possible and accounts well for the right joint (cf. the *tau* in ἑορτήν in l. 17), but is on his own admission very rare. Perhaps the writer mismanaged the *iota*, and then tried to correct himself — which would explain the very thick *iota* and what looks like a ligature between the *pi* and the *iota*.

For ἔπεμσα instead of ἔπεμψα in the papyri from the Judaeian Desert see *P. Masada* 741, l. 3.<sup>8</sup> For the substitution of *c* and *ψ* see F. Th. Gignac, *A Grammar of the Greek Papyri of the Roman and Byzantine Periods*, Milan 1975-81, I, 65.

L. 5 The safe restoration of ὑμᾶς at the beginning of this line helps us estimate the size of the lacuna in other lines.

L. 6 πέμψε = πέμψαι, but see πέμψαι in *P. Yadin* 59, l. 2, the only other Greek letter which belongs to the Bar Kokhba archive. For the interchange of *αι* and *ε* see Gignac I, 192.

L. 7 Yadin's, Nebe's and Lapin's θ[ύ]ρσου[*c*] is to be preferred to Lifshitz' *c*[*τε*]λεύ[*c*]. For an exhaustive discussion with references to the sources see Lapin, 116ff. See above all Jos. *AJ* 13.372: νόμου ὄντος παρὰ τοῖς Ἰουδαίοις ἐν τῇ σκηνοπηγίᾳ ἔχειν ἕκαστον θύρσους ἐκ φοινίκων καὶ κιτρίων. For the celebration of the festival of Tabernacles during the revolt see Lapin, 128ff.

L. 8 ὅ[*cov*] δυνασθήσεται — Yadin read ὅς' ἂν δυνασθήσεται, taking δυνασθήσεται to represent a subjunctive form — which is what one would expect after the imperative in line 6 (σπουδ[ά*cα*]τε πέμψε). However, there is no form of the subjunctive of δύναμαι which could have been changed to yield δυνασθήσεται. It can hardly be taken to be the third person singular used impersonally — a form never attested in the papyri — but rather to represent an irregular active form of δύναμαι, namely δυνασθήσετε, which is attested for example in *P. Brem.* 48 (second century CE): ὑπομιμνήσκω δέ σε περὶ τῆς ξυλείας τῆς οἰκοδομῆς, εἴ πως δυνασθήσετε ἀπὸ τοῦ Ὀξυρυγχείτου ἀπηρτισμένην ὠνήσασθαι, ἵνα μὴ ἐμπέσωμεν ὕστερον εἰς τοὺς χειροτέχνους (ll. 22-27). For the interchange of *ε* and *αι* see Gignac I, 193.

I restore ὅ[*cov*] and translate: 'as much as you will be able to', since ὅσα, which would have yielded a better sense: 'as many as you will be able to', does not fill the entire space.<sup>9</sup> Lifshitz' ἀ[ὐτὰ] δ' ἀνασθήσεται (for ἀναστήσετε), accepted by others, is certainly

<sup>8</sup> See H.M. Cotton and J. Geiger, *Masada II: The Latin and Greek Documents*, Israel Exploration Society and the Hebrew University, Jerusalem 1989, 85ff. For a new edition see P. Arzt, 'Abaskanotos an Iudas: Neuedition von P. Masada 741', *Archiv für Pap.* 44, 1998, 228ff.

<sup>9</sup> The first letter looks more like an *omikron* than an *epsilon*, i.e. ἔ[ω*c*], suggested to me by Klaus Maresch, who translates: 'solange es möglich ist'.

less satisfactory both palaeographically and semantically.<sup>10</sup> The first letter in the line is certainly not an *alpha*. Admittedly, what is left of what I take to be the bottom of an *upsilon* in *δυνασθήσεται* suggests a straight left *hasta*, unlike the *upsilons* in lines 9 (ἴου-), 13 (εὐρη-) and 15 (αὐτὸν). However, it may have resembled the left *hasta* of the *upsilon* in ὕμᾶς in line 5, or that in σπου- at the very end of the same line, and in ἀπ[ό]λυσαι in line 16. The examination of the papyrus on 25 July 2001 left no doubt in my mind that it cannot be part of an alpha.

L. 9 [π]αρεμβολήν — Yadin's reading is to be preferred to Lifshitz' [κ]ιτρηιαβολήν (as against κίτριά two lines above), unattested as the name for the festival of Tabernacles,<sup>11</sup> especially in view of the Aramaic *P. Yadin 57* which mentions a camp in the same context of sending the four species required for celebrating the festival from Qiryat 'Arabayyah (or 'Arbayyah) 'to the camp' (תַּיִןמַלְבָּ):

Shim'on<sup>12</sup> to Yehudah, son of Menasheh, at Qiryat 'Arabayyah (or 'Arbayyah): I have delivered to you two donkeys (in order) that you dispatch along with them two men to Yehonathan, son of Ba'yan, and to Masbalah (in order) that they pack up and deliver to the camp, to you, palm branches and citrons. And you are to send additional persons from your place and let them bring you myrtle branches and willows. And prepare them, and deliver them to the camp (תַּיִןמַלְבָּ), because the (or: its) population is large. Fare well.

Although it is true that one can read after the *rho* a ligature of an *epsilon* and *iota*, nonetheless an *epsilon* followed by a *mu* is not impossible at all, to judge by the sequence in ἔπεμσα in line 4.

L. 11 (and ll. 18-19) ποιήσεται — for the interchange of ε and αι see Gignac I, 193. Obbink's ποιήσετε assumes an interchange of ε and η, and the use of the future instead of the subjunctive in prohibitions, for which see F. Blass and A. Debrunner, *Grammatik des neutestamentlichen Griechisch*, 1954, §§362, 364. However, this is quite unnecessary in view of the host of examples for μή ἄλλως ποιήσης, always with the subjunctive, in Egyptian papyri.

Ll. 11-15 ἐγράφη δ[ε] Ἐληνετὶ διὰ τ[ὸ] [ή]μᾶς μὴ εὐρηκ[έ]ναι Ἐβραετὶ ἐ[γγρ]άψασθαι — I follow Yadin in reading διὰ τὸ [ή]μᾶς in lines 12-13. There is no doubt in my mind that this fits the space better than all other restorations; however, I have not followed the rest of his transcription to ll. 13-15: μὴ εὐρηθ[ή]ναι Ἐβραεστὶ ἐ[ιδό]τας (see his translation in *Bar Kokhba The Rediscovery of the Legendary Hero of the Second Jewish Revolt* 1971, 130-1).

<sup>10</sup> See inconclusive discussion of ἀναστήσεται in Lapin, 118-21.

<sup>11</sup> Despite Devillers' vehement defence of Lifshitz' reading, 566ff., relying on Puech for excluding reading a *mu* after the *epsilon*. Of course the entire edifice built by Devillers around [κ]ιτρηιαβολήν falls to the ground.

<sup>12</sup> This is not the leader of the revolt whose name is invariably accompanied by the patronym.

There are many suggestions for solving the famous crux in ll. 12-14. Lifshitz' διὰ τ[ὸ ὀρ]μὰν μὴ εὐρηθ[ῆ]ναι 'parce qu'on n'a pas envie d'écrire en hébreu', is logically unsatisfactory even after the unacceptable Doric form [ὀρ]μὰν is replaced with [ὀρ]μὰς, for in any case the traces following the *alpha* are more compatible with a *sigma* than with a *nu*. The same goes for Nebe's τ[ὸ τι]μᾶν<sup>13</sup> μὴ εὐρηθ[ῆ]ναι 'weil es nicht für besonders wert gefunden wurde (ihn) auf hebraisch zu schreiben' — which reads *nu* instead of *sigma* and also yields an absurd sense. Howard and Shelton suggested [Ἐρ]μᾶν *exempli gratia*, i.e. 'the letter was written in Greek because [Her]mas could not be found to write in Hebrew (or Aramaic)'. Rosén's διὰ τ[ὸ μῆ]δ[έν](α?) μὴ εὐρηθ[ῆ]ναι ignores the traces of letters preserved on the papyrus. Obbink's suggestion, to read here the familiar idiom "to give, take, or have ἀφορμαί" in the sense of "opportunity, chance, or means" of doing something (completed by the infinitive)', falls short for reasons of space: there is no room for four letters between the *tau* of τό and the *mu*ς.

Reading εὐρηθ[ῆ]ναι (without, however, pointing out in the apparatus that it should have been εὐρεθ[ῆ]ναι), rather than εὐρηκ[έ]ναι seems to have bedeviled the entire reconstruction. Not only are the remains of the letter at the beginning of l. 14 compatible with *kappa* but they are incompatible with the kind of *theta* we have in this document, namely in l. 7: θ[ύ]ρσου[c] and l. 8: δυνασθήσεται. Any further doubt is banished once we read, with Lapin and Nebe, ἐ[γγρ]άψασθαι in line 15, rather than Lifshitz' γ[ρά]ψασθαι, making it clear that the spot of ink between the two lines belongs to an *epsilon* in line 15 (but see further on ἐ[γγρ]άψασθαι below).

The active εὐρίσκειν followed by an infinitive in the sense of 'to get a chance of, to be able' is recorded in Liddell-Scott-Jones s.v. II.2, and in Preisigke's *Wörterbuch*: 'Gelegenheit finden (ohne Object)', i.e. ἀφορμάς is understood even if not written. This may be true of some of the examples of εὐρίσκειν followed by an infinitive in the papyri, e.g. *BGU* 1, 38, ll. 10-14: καὶ γινώσκειν σε θέλω, ὅτι πάντα ἠφάνισται καὶ οὐκ εὐρηκα δῶναι οἷς ἔγραψές μοι (ii-iii centuries); *BGU* 3, 822, ll. 17-21: ἵνα εὐρωμεν καὶ ἡμεῖς εὐλογον λαλῆσαι αὐτῇ, γράψον Κουπανηοῦτι ἐπιστολήν, προστά[ξ]ας . . . ἵνα εὐρη εὐλογον πρὸς αὐτὴν λαλῆσαι (ii-iii centuries); and later on in the same papyrus: πέμψον μοι ἄγραφον χάρτην, ἵνα εὐρωμεν ἐπιστολ[ῆ]ν γράψαι.

But it seems to me that sometimes the combination means simply 'to be able to, to be capable of', or rather together with the negative 'to be unable to', with no need to add in our mind an unwritten ἀφορμάς: e.g. *P.Mich.* 8, 477, ll. 36-37: ἐπ[ει]δὴ οὐχ εὐρηκα ἐγὼ πέμψαι διὰ τὸ νωθρε[ύε]σθαι με, καλῶς οὖν [π]οιήσεις τὰ καὶ μετέ[ωρ]α ἐκπλέ[ξαι] τ[α]χέω[c] κα[ι] καταπλε[ύ]σαι πρὸς ἐμέ (ii century); *PSI* 7, 835, ll. 3-5: ἀξιῶ καὶ παρακαλῶ διὰ τῶν μικρῶν σιτᾶρα ἐδέδωκα σίτου ἀρτάβας δέκα <τὰς> λοιπὰς εἰκοσιῆς

<sup>13</sup> Nebe, mistakenly, writes [τι]μᾶ<ι>ν.

ἀρτάβας οὐχ εὔρηκα δοῦναι (iv century); *P.Oxy.* 14, 1716, ll. 13-16: καὶ μ[ὴ ε]ὔρηκεῖναι πρὸς ἀπ[ο]κατάστασιν ὑμῖν ἐντεῦθεν μηδὲν ὑμῖν περὶ τούτου ἐγκαλεῖν μηδὲ ἐγκαλέσειν μηδὲ ἐπελεύσασθα[ι κ]αθ' ὄντιναοῦν τρ[ό]πον τρόπῳ μηδενὶ παρευρ[έ]σει μη[δ]εμιᾶ (333 CE); *P.Oxy.* 17, 2155, ll. 3-7: καὶ διὰ Πεκύσιος τοῦ ὀνηλάτου σοὶ ἔπεμψα ἵνα πέμψῃς ἡμῖν εἰς τὰ ἔργα δύο τάλαντα ἵνα εὔρωμεν δοῦναι τοῖς ἀπὸ Ἰβιῶνος (iv century).<sup>14</sup>

Thus it seems to me that the sense here is clear and simple: 'because of our inability (= we are unable) to write Hebrew (or Aramaic)'.

L. 14 Ἑβραεσί — which language is designated by Ἑβραεσί: Hebrew or Aramaic? This old enigma has often been discussed in the context of several passages of the New Testament and Josephus without a definite conclusion being reached.<sup>15</sup> It would seem that Ἑβραεσί and τῆ Ἑβραϊδί διαλέκτῳ and similar expressions can mean 'Aramaic' in certain contexts. But since both Hebrew (*P.Yadin* 49, 51, 60, 61) and Aramaic (*P.Yadin* 50, 53, 54, 55, 57, 58, 62, 63) are used in the correspondence of Bar Kokhba and his people, the expression may refer to either in the present context. However, it is perhaps likely that in our letter Ἑβραεσί refers to a script rather than to a language, since both Hebrew and Aramaic were written in the same script, namely what is generally designated 'Jewish Script'.<sup>16</sup> If Soumaios is a Nabataean, which seems very likely, he would have no problem with Aramaic except for the script. What Soumaios and his people are incapable of doing (διὰ τ[ὸ] [ῆ]μᾶς μὴ εὔρηκ[έ]ναι Ἑβραεσί ἐ[γγρ]άψασθαι) is communicate in writing, for Nabataean Aramaic is written differently from Jewish Aramaic.<sup>17</sup>

L. 15 ἐ[γγρ]άψασθαι — I agree with Dieter Hagedorn that the solution for this line has not been found yet, and this may well modify the interpretation of the following line as well (see ad loc): neither the *alpha* nor the *psi* looks quite convincing. 'At the same time', as Lapin observes, 'the sense requires a verb meaning "writing" (or related action), and the traces at the end of the word are consistent with the middle aorist infinitive of γράφω' and '... ἐγγράφω ... can be used as a synonym to γράφω' (122). Furthermore, the middle voice ἐ[γγρ]άψασθαι is very appropriate in such a context. Bruno Rochette was very close to the

<sup>14</sup> See also *P.Oxy.* XVI, 1848, l. 5; *P.Oxy.* 1856, ll. 4-5, and *SB* 9396, l. 5 — all from the vi-vii centuries. The late date does not make these examples irrelevant, since the papyri from the rest of the Roman Near East often attest linguistic forms attested much later in Egypt, see H.M. Cotton, in Cotton-Yardeni, 136 and 196.

<sup>15</sup> See briefly E. Schürer, G. Vermes, F. Millar and M. Black, *The History of the Jewish People in the Age of Jesus Christ, 175B.C.–A.D.135*, 2, Edinburgh 1979, 28, n. 118 and T. Rajak, *Josephus*, London 1983, 230ff.

<sup>16</sup> See now above all A. Yardeni's monumental *Textbook of Aramaic, Hebrew and Nabataean Documentary Texts from the Judaean Desert and Related Material*, Jerusalem 2000, II, 151-218.

<sup>17</sup> See Yardeni, *ibid.* 219-63.

solution offered here,<sup>18</sup> but he was on the wrong track because of the fixation on the passive infinitive ἐύρηθ[ῆ]ναι.

L. 16 ἀπ[ό]λυσαι — the accent — and my translation — imply that I take this to be the imperative of the middle aorist. Presumably it was thus understood in previous editions as well, albeit supplied with the wrong accent: ἀπ[ο]λύσαι, which makes it into the infinitive of the active aorist. The editors do not have the excuse of having taken it to be the infinitive used in commands in view of how they explain it: ‘impératif de l’aoriste moyen’ (Lifshitz, 247); ‘Imperative Aorist Medium, hier im Sinne von “fortschicken”’ (Nebe, 282).

It must be conceded that the transition to the second person singular is disconcerting. Furthermore, there is not a single example of the use of the imperative of the middle aorist of ἀπολύω in the papyri. One would expect here the active form ἀπόλυσον, attested no less than 28 times in the Duke Data Bank of Documentary Papyri).

In view of these difficulties, a different punctuation of the two sentences in ll. 11-19 is offered here tentatively.<sup>19</sup> This alternative reconstruction takes into account also the serious difficulties encountered in reading ἐ[γγρ]άψασθαι in l. 15:

11. ἐγράφη
12. δ[ἐ] Ἑληνετι διὰ
13. τ[ὸ] [ῆ]μάς μὴ εὐρη-
14. κ[έ]ναι Ἑβραετί.
15. ἐ[...].ασθαι αὐτόν
16. ἀπ[ο]λύσαι τάχιον
17. δι[ὰ τ]ὴν ἑορτήν
18. κα[ὶ μ]ὴ ἄλλως ποιή-
19. σθη[ται].

The sentence beginning with ἐγράφη comes to an end with Ἑβραετί. A new sentence begins at l. 15 with ἐ[...].ασθαι representing the second person plural of an imperative (ἐ[...].ασθαι = ἐ[...].ασθε) which takes as a complement the infinitive ἀπολύσαι. In other words, we have in ll. 15-19 more or less a repetition of the same construction found in ll. 5-11: σπουδ[άα]τε πέμσε (= πέμσαι) μοι...καὶ μὴ ἄλλως π[οι]ήσεται. This punctuation has the further advantage of placing the αὐτόν in the second place — its natural place in a Greek sentence. I translate: ‘Make haste to release him on account of the festival’.

Ll. 18-19 ποιήσθη[ται] — restored from line 11, although the right form would be ποιήσθη[τε], unless the writer reverted here to the second person singular, i.e. ποιήσθη, as in line 16: ἀπ[ό]λυσαι, if we should not read ἀπ[ο]λύσαι instead (see previous note).

<sup>18</sup> ‘Le SB VIII 9843 et la position du Grec en Palestine aux deux premiers siècles après J.-C.’, *Archiv f. Pap.* 44, 1998, 44.

<sup>19</sup> Suggested to me by Dieter Hagedorn.

## Discussion:

The relationship between this letter and *P.Yadin 57* (cited ad l. 9 above) cannot be determined with absolute certainty, but it is highly likely that they were both written when the feast of Tabernacles in the last year of the revolt was impending, i.e. autumn 135.<sup>20</sup> Agrippa is likely to have been the bearer of the present letter. The identification of the Soumaios of our letter with the leader of the revolt,<sup>21</sup> Shim'on son of Kosiba, can be dismissed out of hand: the form Soumaios is never used to transcribe the name Shim'on (שמעון)<sup>22</sup>, nor is it possible that the leader of the revolt should have been unable to write *ebraïsti* — and least of all that he should contrast 'us' (διὰ τ[ὸ] [ῆ]μᾶς, ll. 12-13) with 'the camp of the Jews' (ἰς [π]αρεμβολὴν Ἰουδαίων, ll. 9-10).<sup>23</sup> The writer is not a Jew but a Nabataean, like his namesake in the Babatha archive, who signs his name in Greek in *P.Yadin 19*, l. 34: [C]ουμαιος Κα[.]αβαιου μάρ(τυς), and like the father of Αβδαρετας who gives his patronym in *P.Yadin 12*, ll. 16-17: Αβδαρετας Çουμα[ι]ου μά(ρτυς).<sup>24</sup> But it is not only the name which marks Soumaios as a Nabataean. Nabataeans in the archives from the Roman province of Arabia, unless they sign their names in the Nabataean cursive script, do so in Greek letters, whereas Jews sign their names mostly in the Jewish script.<sup>25</sup> Finally there is Soumaios' admission that he and his men cannot write *ebraïsti*: as pointed out in the comment on l. 14 the debate whether *ebraïsti* means here Hebrew is misconceived. Soumaios is talking about script and not about a language.

The participation of Nabataeans in the Bar Kokhba revolt has of course wide-ranging implications for a reassessment of the revolt, which are discussed elsewhere. It no doubt confirms Cassius Dio's statement that 'many outside nations too (πολλοί τε ἄλλοι καὶ τῶν ἄλλοφύλων) were joining them through eagerness for gain' (69.13.2).<sup>26</sup>

<sup>20</sup> See plausible scenarios suggested by Lapin, 123f. Probably *P.Yadin 59* was written on the same occasion as well, see ad loc.

<sup>21</sup> So Lifshitz followed by others.

<sup>22</sup> As rightly pointed out by Lapin, 115 and nn. there.

<sup>23</sup> I do not find Obbink's 'cultural distancing' (56, n. 18) convincing.

<sup>24</sup> Lewis' Ἀβδερεύς was corrected to Αβδαρετας by E. Puech, 'Présence Arabe dans les manuscrits de "la Grotte aux Lettres" du wadi Khabra', in H. Lozachmeur, ed., *Actes de la Table ronde internationale organisée par l'Unité de recherche associée 1062 du CNRS, Études sémitiques, au Collège de France, le 13 novembre 1993*, Paris 1995, 39, n. 8.

<sup>25</sup> True, Jews sometimes also sign their names in Greek letters, e.g. *P.Yadin 5*; *P.Yadin 14*, line 47: Θαδαῖος Θα[δαίου] μάρ(τυς); cf. for the same person: *P.Yadin 15*, line 43; *P.Yadin 20*, line 50; *P.Yadin 23*, line 29; see in general H.M. Cotton, 'The Languages of the Legal and Administrative Documents from the Judaean Desert', *ZPE* 125, 1999, 227f.

<sup>26</sup> See W. Eck, 'The Bar Kokhba Revolt: The Roman Point of View', *JRS* 89, 1999, 86f. S. Abbadi and F. Zayadine, 'Nepos the Governor of the Provincia Arabia in a Safaitic Inscription', *Semitica* 46, 1996, 157

## Appendix: First edition:

- 1 Σου[μαί]ος Ἰωναθῆι  
 Βαΐανου καὶ Μα-  
 [σ]αβάλα χαίρειν.  
 Ἐ[π]ηδη ἔπεμσα πρὸς
- 5 ὑμᾶς Ἀ[γ]ρίππαν σπου-  
 δ[άσα]τε πέμσε μοι  
 σ[τε]λεοῦ[ς] καὶ κίτρια  
 α[ὐτὰ] δ' ἀνασθήσεται  
 ἰς [κ]ιτρειαβολὴν Ἰου-
- 10 δαίων καὶ μὴ ἄλλως  
 ποιήσεται. ἐγράφη  
 δ[ἐ] Ἑλληνιστὶ διὰ  
 τ[ὸ] ὄρ[μ]αν μὴ εὐρη-  
 θ[ῆ]ναι Ἑβραεστὶ
- 15 γ[ρά]ψασθαι. Αὐτὸν  
 ἀπ[ο]λύσαι τάχιον  
 δι[ὰ] τ[ὴν] Ἑορτὴν  
 κα[ὶ] μ[ὴ] ἄλλως ποιή-  
 ση[τα]ι
- 20 Σουμαίος  
 ἔρρωσο

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make the inscription talk about a three-year revolt against the tyrant Nepos. Their reading of the text has been questioned by A. Knauf Bellori in a private communication. On Haterius Nepos see recently W. Eck, 'Vier mysteriöse Rasuren in Inschriften aus Gerasa: Zum "Schicksal" des Statthalters Haterius Nepos', *Ἐπιγραφαί. Miscellanea epigrafica in onore di Lidio Gasperini*, ed. Gianfranco Paci, 1, Rome 2000, 347-62; G.W. Bowersock, 'More Hadrianic Documents from the Judaean Desert', *JRA* (forthcoming).

On the whole issue of Nabataean participation in the Bar Kokhba revolt in conjunction with the present papyrus see H.M. Cotton, 'From Arabia to Judaea: Jews and Nabataeans in the Documents from the Judaean Desert' (forthcoming).

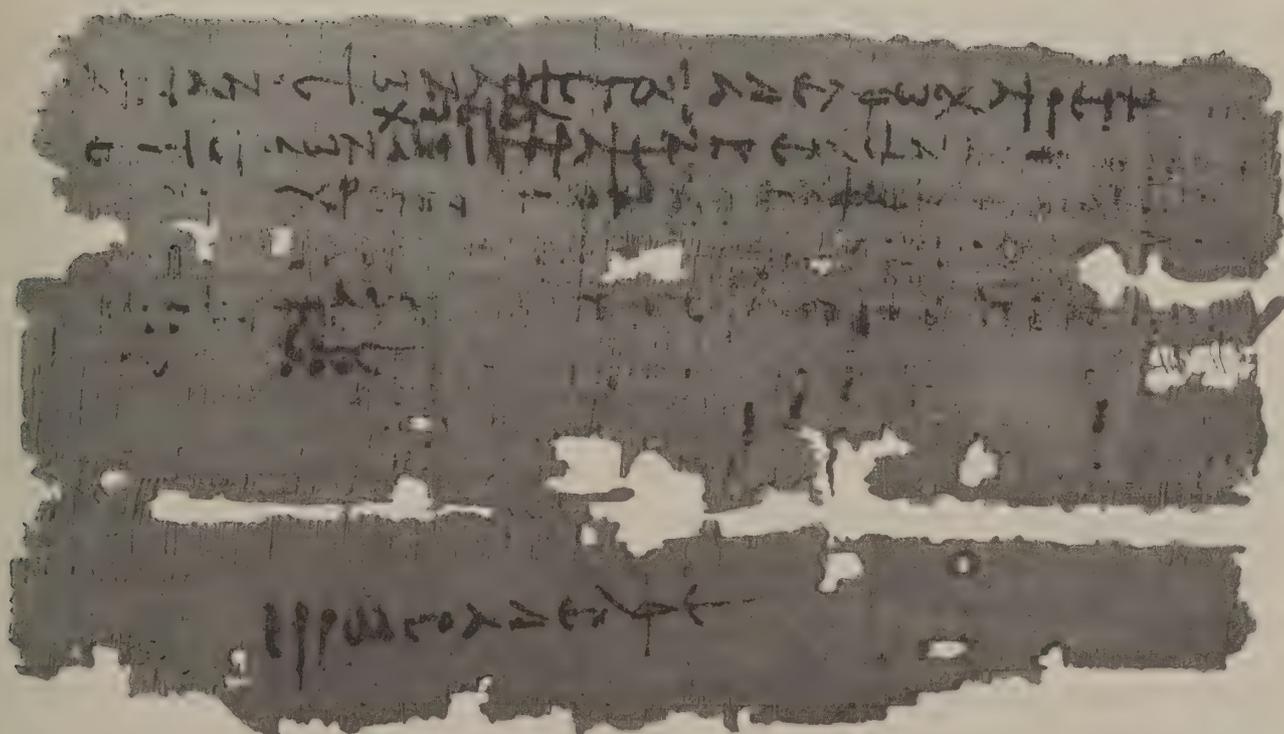
**P.Yadin 59**

**Letter in Greek from Annanos to Yonathes in Ein Gedi**

First publication: B. Lifshitz, 'Papyrus grecs du désert de Juda', *Aegyptus* 42, 1962, 248. *SB VIII 9844* reproduces Lifshitz' text. G.W. Nebe, 'Die beiden griechischen Briefe des Jonatan Archivs in Engedi aus dem zweiten jüdischen Aufstand 132-135 n. Chr.', *Revue de Qumran* 17, 1996 (= *Hommage à J.T. Milik*), 283. See also Y. Yadin, *Bar Kokhba. The Rediscovery of the Legendary Hero of the Second Jewish Revolt*, London 1971, 132-3. Yadin's readings are found in the draft he left at his death (see on *P.Yadin 52*).

Place: Unknown.

Date: Probably autumn 135.<sup>27</sup>



0 5

<sup>27</sup> See on *P.Yadin 52*.

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### Description:

The text of the *editio princeps* is reproduced here,<sup>28</sup> without breathings and accents in Semitic words, and with Yadin's alternative readings in the apparatus. The papyrus measures 14 x 8 cm. The ink has faded badly in places and sometimes has completely disappeared. The fourth line is unreadable. The first edition does not draw attention to the existence of a space between line 6 and the valediction. One can see some traces of ink which may be no more than stains or holes. The text is written along the fibres in a fluent hand.

Museum inv. no. currently unknown  
Cotton-Cockle-Millar no. 320  
Plate 85

1. [A]ννανος Ιωναθη τῶι ἀδελφῶ χαίρειν.
2. ἐπεὶ Σιμων Χωσιβα αὐθι ἔγραψεν πέμψαι (6-7 letters missing)
3. [πρὸς] χρείαν τῶν ἀδελφῶν ἡμῶν
- 4.
5. καὶ ταῦτα αὐ[τίκα ἐ]ν ἀσφαλείᾳ πέμ[ψον?]
6. [Αννα]νος
7. ἔρρωσο ἀδελφέ.

<sup>1,6</sup> [Αἰλια]νός <sup>2</sup> μοι <sup>3</sup> χρείαν τῶν ἀδελφῶν <sup>4</sup> illegible

### Translation:

Annanos (or: Aelianus) to Yonathes his brother greetings.

Now that Simon son of Koziba wrote again (or: to me) to send ... for the need of our brothers ...

Annanos (or: Aelianus)

Greetings, brother.

### Comments on readings:

L. 1 In a census list from Naḥal Şe'elim we find *Ανανος Ανανου*, (34Se no. 4 frg. b, line 3),<sup>29</sup> which is likely to be the common way of rendering the Hebrew name Hanan חנן in Greek. However, the gemination of a *nu* in a middle position is often attested in the papyri, cf. F. Th. Gignac, *A Grammar of the Greek Papyri of the Roman and Byzantine Periods*, Milan 1975-81, I, 158.

<sup>28</sup> The papyrus itself was not accessible to me in time for this publication, and I had to work from photographs of rather poor quality.

<sup>29</sup> Published by H.M. Cotton in *DJD XXXVIII*.

Yadin's Αἰλιανός, i.e. Aelianus, cannot be ruled out on palaeographic grounds, so far as can be ascertained from the photograph. The cognomen Aelianus is attested even before the Hadrianic period.<sup>30</sup> In itself the cognomen does not of course prove the possession of Roman citizenship; cf. Judah, also called Cimber, son of Anania son of Samla, the bridegroom of Shelamzion daughter of Judah son of Eleazar, Babatha's second husband, in *P.Yadin* 18: Ιουδατι ἐπικαλουμένῳ Κίμβερι υἱῷ Ανανίου τοῦ Σωμαλα (ll. 34-35). But the use of Greek rather than Aramaic or Hebrew, though this time without apology, leads one to wonder whether the writer of this letter, like Soumaios in *P.Yadin* 52, was a Nabataean and likewise incapable of using the Jewish script.<sup>31</sup>

Nebe rightly draws attention to the identical manner of spelling this most common address formula in the present letter and in *P.Masada* 741, ll. 1-2: Ἀβάσκαντος Ιουδα τῷ [ἀ]δ[ε]λ[φ]ῷ χαίρ[ε]ιν: the *iota adscriptum* appears only in the definite article, but is absent from the name and the epithet ἀδελφός.<sup>32</sup> Here too the expression ὁ ἀδελφός should be taken to mean no more than it does in the bulk of Greek letters on papyrus from Egypt rather than 'brother in-arms' as Lifshitz (and Yadin) would have it.<sup>33</sup>

Most of the letters in the Bar Kokhba archive are addressed to both Yonathes and Masabala, but like *P.Yadin* 51 and 53 (perhaps also 60) our letter addresses Yonathes alone.

L. 2 Χωσιβα — The interlinear addition of the leader of the revolt's patronym should alert us to the possibility that when the common name Shim'on stands alone it may not refer to the leader, e.g. in *P.Yadin* 57. Χωσιβα is the genitive of Χωσιβας, cf. Gignac II, 12f. In the archives from the Judaeen Desert the ending of the genitive singular of Semitic names ending originally in *a*, like Judah, but treated in Greek like nouns ending in *as*, fluctuates between -ου and -α, e.g. Ιουδα in *P.Yadin* 15, l. 32 and Ιουδου in *P.Yadin* 17, l. 35.

It is worth stressing again that this is the first and only attestation of how the patronym of the leader of the revolt was vocalised, since the name is always transcribed without *yod* after the *s* sound and sometimes without the *waw* after the *kh* sound in the Aramaic and Hebrew documents: כּוּסבּה, כּוּסבּה, כּוּסבּה, כּוּשבּה, כּסבּה, כּשבּה. The spelling of the patronym in the documents from the Judaeen Desert proves once and for all that both Khozba/Khoziba (כּוּזבּא/כּוּזבּא, from the Semitic root כּזבּ = to lie, to let down) and Kochba (כּוכבּא from

<sup>30</sup> E.g. *PIR*<sup>2</sup> A 119, 120; for Jews bearing this name see e.g. Frey, *CIJ* 139 (Rome), 578 (Venosa).

<sup>31</sup> See comments on *P.Yadin* 52, ll. 12-14 and discussion at the end.

<sup>32</sup> Published in H.M. Cotton and J. Geiger, *Masada II: this name* *The Latin and Greek Documents*, Israel Exploration Society and the Hebrew University, Jerusalem, 1989, 85ff.

<sup>33</sup> In addition to what Lifshitz says in his edition of the two Greek texts from Naḥal Hever (*Aegyptus* 42, 1962, 252f.), see also, 'The Greek Documents from Naḥal Seelim and Naḥal Mishmar', *IEJ* 11 (1961), 60f.

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כוכב *kwkhh* = star) of the literary sources reflect nothing but exegeses (or puns), hostile and favourable respectively, on the leader's patronym.<sup>34</sup>

αὐθι — Like Nebe, I too read μοι here rather than αὐθι as Lifshitz does.

πέμψαι — the last two letters of this word have faded almost completely but it seems very likely that we have here the normal form of the infinitive; contrast with πέμψε in *P.Yadin* 52, l. 6 for the infinitive. The rest of the line is missing.<sup>35</sup>

L. 5 What one sees on the photograph does not allow any comments on the reading of the first edition.

Ll. 6-7 [Αννα]νος (Lifshitz), [Αίλια]νός (Yadin) — I see no reason whatsoever to restore the name of the writer there. First, there is far too much blank space between [ ]νος and the valediction in l. 7 for the [ ]νος to be syntactically connected to it. Secondly, signing one's name at the bottom of a letter, if done at all,<sup>36</sup> as in *P.Yadin* 52: Κουμαιοσ ἔρωωο, may have been felt necessary when the writer used an amanuensis for writing the letter, i.e. when he did not write the letter with his own hand — which is certainly not the case here. No more than the most common valedictory formula ἔρωωο ἀδελφέ is otherwise necessary. Hundreds of letters on papyrus from Egypt bear witness to that.

<sup>34</sup> See J.T. Milik in P. Benoit, J. T. Milik and R. de Vaux. *Les Grottes de Murabba'at*, DJD II, Oxford 1961, 126; E. Schürer, G. Vermes, and F. Millar, *The History of the Jewish People in the Age of Jesus Christ, 175B.C.–A.D.135*, 1, Edinburgh 1973, 543f.

<sup>35</sup> I fail to understand Nebe's interpretation of Lifshitz' '6-7 l' as meaning 6 or 7 litres. His own reading is even more fantastic.

<sup>36</sup> In fact this too is most irregular.

# APPENDICES



## Appendix A: Bar-Kokhba's Title נשיא ישראל "Premier of Israel"

The extensive distribution of the title נשיא ישראל, principally in documents and on coins, as well as the reasons for, and the significance of its appropriation by Bar-Kokhba invite comment. For data on the distribution and variant spellings of the title נשיא (= *nāšîʿ*, construct: *nešîʿ-Yiśrāʾēl*), see the COMMENTARY on P.Yadin 44:1–2. The main questions of interpretation pertain to (a) the derivation of the title נשיא itself and (b) its putative compatibility with the actual role and status of Shimʿon, son of Kosiba, as we know of them from the available evidence. These questions have been addressed by D. Goodblatt (1984) in a detailed study, and his findings will be considered in the present discussion.

To be sure, the title *nāšîʿ* occurs in the Hebrew Bible, and whenever and wherever it is used in subsequent periods, its meaning must inevitably hark back, in some way, to biblical traditions. Biblical projections of the role of the *nāšîʿ* will, therefore, prove to be basic in evaluating its operative meaning as Bar-Kokhba's title. It has been translated "Premier" rather than "Prince" for a reason. Although both English terms connote "the first, foremost," the rendering "Prince" usually implies royal lineage, as when it designates a king's son, or some other royal personage, whereas "Premier" would express the notion of leadership in a broader sense. As used in the Hebrew Bible, the title נשיא connotes one "raised up, elevated" by the people, or tribe, similar to the honorific נשוא פנים "of high position," literally: "one whose face has been elevated." It is said of Naʿaman, the Aramean general, in 2 Kgs 5:3, and of a commander over a unit of fifty in Isa 3:2–3, where we find a long list of leaders including warriors, judges, prophets and diviners, and elders and other counselors. In Isa 9:14 the term נשוא פנים is actually paired with זקן "elder." Grammatically, the form נשיא represents the Paʿil (passive) participle of the verb *n-š-ʿ* "to lift, raise" (Speiser 1963).

The common denominator in biblical usage is the notion of attaining a position of leadership by being elected to it, or acknowledged in it, often in recognition of property, wealth and social position, of military prowess, wisdom, or singular achievements. The association with warriors and fighters in Isa 3:2–3 is particularly suggestive when one considers Bar-Kokhba's career (see further). The title *nāšîʿ* is rare in early biblical sources where it designates the leader of a "clan," or "tribe," Hebrew עם (Exod 22:27, to be compared with 1 Kgs 21:10). Ezekiel revived the title *nāšîʿ* as a replacement of מלך "king" in his vision of a restored Jerusalem, so that even David is referred to as a *nāšîʿ* (Ezek 34:24; 37:25; 44:3). This signifies a demotion of sorts, as we would gather from 1 Kgs 11:34, where, with transparent hindsight, the prophet Ahijah states that God will not seize the entire kingdom from Solomon's successor, but rather declare him *nāšîʿ* over only a small part of it; and this—for the sake of David, his servant. It is also relevant that in Gen 34:2, part of a passage of priestly authorship, the sheikh of Shechem, named Hamor the Hivite, is referred to as נשיא הארץ "the headman over the land," and in Gen 23:6, the sheikh of Hebron, Ephron the Hittite, honors Abraham by calling him נשיא אלהים, "a headman favored by God." One is immediately reminded of Ezra 1:8 where Sheshbazzar, designated פחה in Ezra 5:16, is

entitled: הנשיא ליהודה “the headman of Judah.” This indicates that the Jewish author of Ezra 1:8 understood the Hebrew term *nāšîʔ* as an internal counterpart to the Aramaized form פחה (Akkadian: (*bēl*) *pīhāti*) “governor,” by which the Persians designated a person whom they had appointed. In other words, what the Persians call פחה is what the Jews call נשיא when they appoint one of their own to govern them. This is how the authors of various passages in Ezekiel characterized the post-exilic leader of the people in Jerusalem.

With Bar-Kokhba’s adopted title in mind, it is of interest that a military role is suggested for the *nāšîʔ* in 1 Chron 7:40, where, in a reference to the militia of the tribe of Asher, the highest ranking נשיאים are characterized as ברורים “élite fighters,” and גבורי חילים “ranking warriors of the legions.” It is uncertain, however, whether or to what degree the adoption of this title by the leader of the Jewish revolt against Rome in the first half of the second century CE is specifically linked to any or all of the above biblical configurations of the נשיא. Alternatively, this title may reflect contemporary perceptions of leadership and political authority. The widespread notion of primacy is, after all, expressed in certain Roman titles, such as *Princeps*, or *Primarius*. The Patriarchs of the Jews in Roman Palestine, were entitled *nāšîʔ*, as, for example: רבי יהודה (ה)נשיא (*b. Avod. Zar. 36a*; *y. B. Bat. 9:7 [17a]*; and see Sokoloff *DJPA* 362), but the Patriarch’s role was of a very different sort.

Without rejecting the possibility of contemporary models, it is more probable that earlier post-biblical roles expressed by this title, and which modulate its biblical functions, may lie behind its appropriation by Bar-Kokhba. Goodblatt surveys the scant Talmudic evidence, as well as that provided by the more extensive literature from Qumran, such as the War Scroll and the Damascus Document. He also includes material gleaned from the Books of Maccabees and Greco-Roman historical writings, employing a typological analysis of leadership roles, but ends up with few definitive conclusions. It may be possible, nonetheless, to lend greater clarity to Bar-Kokhba’s title. Goodblatt’s conclusion that there is a priestly element or conception reflected in Bar-Kokhba’s title is essentially correct, but for reasons he does not fully explore.

A possible interpretation of the background of Bar-Kokhba’s titulary may be formulated as follows: Certain biblical projections of the נשיא found in writings of the priestly school, including Ezekiel, were modulated by the Qumran sectarians. As noted by Goodblatt, the authors of the War Scroll took their cue from the priestly traditions of Numbers on the organization of the Israelite tribes as a fighting force marching through the desert. The most prominent class of leaders in the book of Numbers consisted of נשיאים, distributed over several ranks. It can be argued that these priestly Torah traditions date to the post-exilic, Achaemenid period (after 538 BCE), a matter of literary history that Goodblatt fails to factor into his analysis, and which, if accepted, would condense the distance in time from the late biblical to the Bar-Kokhba period. Ultimately, this derivation may prove to be more relevant than the evidence from Ezekiel, which depicts a largely sacral ruler within a temple-centered administration.

Returning to the War Scroll from Qumran (1QM), it is significant that its portrayal of the

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battle arrays, a virtual spin-off of Numbers, speaks of several ranks of נשיאים who will head the military units in the envisioned battle. Their ranks ascend through the clan, tribe, and "encampment" (Hebrew מחנה), a unit comprising three tribes, until they reach "the headman of the myriad" (Hebrew הנשיא הריבוא; 1QM 3:13–16). The Damascus Document (CD 7:20) identifies the "star from Jacob" (כוכב מיעקוב) of Num 24:17, the victorious military leader of Jacob/Israel, as נשיא כל העדה "the headman of the entire community" (cf. also from Qumran 4Q285). In this light, it is hard to resist the conclusion that the traditional name given to Shim'on, son of Kosiba, namely, בר כוכבא, resonates with the "star" of Num 24:17.

In summary, a biblical term for tribal leaders, configured in the Numbers traditions, was later modulated so as to characterize the military role projected for the *nāsīʿ* in the War Scroll and in the Damascus Document. This raises the possibility that sectarian concepts of leadership may have conditioned the choice of Bar-Kokhba's title, and that such concepts served to iconize the role of Bar-Kokhba, and even the significance of the revolt itself.

There is, in addition, a third factor to be considered. It has been held by many scholars that the Hasmonean warrior-leaders, who stemmed from a priestly family, especially Simon the Hasmonean, were prototypes of Bar-Kokhba as נשיא ישראל. Goodblatt emphasizes, however, that there is no explicit evidence that any of the Hasmoneans actually bore the Hebrew title נשיא. This is primarily so because the original Hebrew text of 1 Maccabees is not extant, so that we cannot be certain which Hebrew term the Greek translators were rendering in every case. And yet, the Greek title ἡγούμενος "chief, headman," conferred by the Jews on both Simon and Jonathan, fits the role of Hebrew *nāsīʿ* very well. In fact, ἡγούμενος at times translates Hebrew *nāsīʿ* in Greek versions of the Bible (Goldstein 1976:472, NOTES on 13:8; 479, NOTES on 13:42). As Goldstein carefully explains, the Jews freely conferred this title on Jonathan and Simon, which would suit the concept of one elected, or acknowledged as leader, a notion endemic to Hebrew *nāsīʿ*. In the end, Goldstein opts for taking ἡγούμενος as the Greek rendering of Hebrew ראש "chief," to which compare יהונתן ראש חבר היהודים "Yehonathan, chief of the Jewish community" on Hasmonean coin legends (Kindler 1952:189).

Be that as it may, it would make sense were Bar-Kokhba to have modeled himself after one or more of the Maccabees. There is, after all, a history of successful Jewish military activity in the Dead Sea region during the time of the Maccabees, as, for example, during the reign of Alexander Jannaeus (Shalit 1951). Most of all, there is the formulaic similarity between the regnal dates registered for Simon the Hasmonean and those of Bar-Kokhba. Thus, 1 Macc 13:41–42:

In the year 170 [of the Seleucid era = 142 BCE], the yoke of the gentiles was lifted from Israel, and the people began to write as the dating formula in bills and contracts, "In the first year, under Simon, high priest, commander and chief of the Jews."

In other words, the first years of campaigns were seen as heralding the eventual liberation. In historical terms, it is a fact that certain campaigns started out well, only to lose ground

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subsequently. It would strengthen the link between the role of Bar-Kokhba's title and that of certain Maccabean rulers if we were to factor in the more expansive versions of Bar-Kokhba's titulary, which speak of his achieving גאלת ישראל "the restoration of Israel" (XHev/Se 49:2; Wadi Sdeir 2:1; Mur 24 B:2; D:2; E:1; P.Yadin 42:1) and חירוֹת ישראל "the liberty of Israel" (XHev/Se 7:1; 8:1; 8a:1; 13:1).

## Appendix B: The “Tie” (קשר) as Proof of Payment

Two of the Hebrew legal papyri from Naḥal Ḥever, P.Yadin 45 and P.Yadin 46, attest a legal term known from Talmudic and later Jewish sources, and add considerably to our understanding of its use and function. These documents refer to “ties” being provided by one party of the relevant transactions to the other as proof that a required payment had been made. An investigation of this interesting term may provide an illustrative example of the value of epigraphy for deepening our understanding of Talmudic practices, and conversely, may add to the elucidation of the epigraphic sources themselves.

The term קשר, derived from the verb *q-š-r* “to tie, bind,” designates an object or token that, when presented by the bearer, would serve to release him from further payments; it was a type of receipt. The Aramaic cognate of Hebrew קשר, namely קתרא, occurs in P.Yadin 43, an Aramaic receipt from the Yadin Collection published in the present volume (see the INTRODUCTION to P.Yadin 43 and the COMMENTARY on P.Yadin 43:7). Although the general sense of “binding, tying” is well attested in both Semitic and non-Semitic languages, it is important to define its specific function in P.Yadin 45, P.Yadin 46, and in P.Yadin 43 as well.

The clauses in the two Hebrew legal papyri where the terms קשר and plural קשרים occur present syntactic difficulties. They can be parsed in different ways, which only complicates our understanding of the specific function of the tie in context. In the sequence of business arrangements recorded in P.Yadin 45 and P.Yadin 46, the “tie” enters at a certain point where the primary concern had already shifted from guaranteeing the total payments and obligations of the original lease, pursuant to the division that had been recorded in P.Yadin 44. It is in P.Yadin 45, in the course of a subsequent, internal transaction affecting only Pair A’s part of the lease, and again in P.Yadin 46, where an outsider takes a short-term lease for the two parcels held by Pair A, that the term קשר first occurs. It would appear, therefore, that its function was subsidiary to the primary transaction, an observation that will prove to be significant.

It would be well to survey at this point what is known of the term קשר from Jewish sources. We begin with the statement of the Mishnah (*m. Šabb.* 8:2):

והמוציא קשר מוכסין—חייב

Also one who brings out a “tie” of tax collectors [into the public domain on the Sabbath] is liable [for violation of the Sabbath].

The context of *m. Šabb.* 8 (continuing from 7:4) pertains to the prohibition of carrying a burden from one’s private domain into the public domain on the Sabbath, pursuant to Jer 17:21–22, where the verb הוציא “to bring out” and the noun משא “burden” are employed. It attempts to determine whether each of a series of particular objects would qualify as a “burden.” The Mishnah operates on the principle of utility, it being assumed that a useless

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object does not qualify as a “burden.” A tie would qualify as a “burden” because it had utility; it was required for presentation to tax collectors.

The Tosefta (*t. Šabb.* 8:11) introduces a second variable:

המוציא קשר המוכסין עד שלא הראהו למוכס חייב. משהראהו למוכס פטור. ר' יהודה אומר: אף משהראהו למוכר חייב, משום שמשמרו להראותו לבעל (ה)מכס.

One who brings out a “tie” of tax collectors (into the public domain on the Sabbath): Before he has shown it to the tax collector—he is liable (for violation of the Sabbath). Once he has shown it to the tax collector—he is free of liability. Rabbi Yehudah says: Even once he has shown it to the tax collector he is liable, because he would retain it in order to show it to [another] tax collector.

Lieberman (1955–88 3:116–17) explains that receipts were provided by customs collectors, containing the name of the payer, a description of his merchandise, and also the amount he had paid. Metal seals of similar function have also been discovered, actually tied onto the goods when custom duties were paid. At times, parchment was used. According to Lieberman, the Mishnah and Tosefta are here referring to ties used in connection with bridge customs, when the amount due was relatively small and the cost of parchment could be saved. Customs collectors had a supply of paper receipts at home and would sell them to persons who frequently crossed the bridges. They would initial the tie on the inside with capital letters, fold and tie it, and then initial it again on the outside. At the entrance to the bridge the transporter of the goods would present the tie to the collector, who would partially tear it and rub out the initials on its exterior. In effect, the transporter would retain a tie marked “Paid,” thereby assuring that he would not have to pay any further duty. The law is according to Rabbi Yehudah: Even a previously presented “tie” had utility, and would come under the Sabbath ban.

There are further references to the קשר in *t. Demai* 2:11, *y. Šabb.* 8:2 (11b), and in *Deut. Rab.* on Deut 5:8 (ed. Lieberman 1964:70), part of the commandment of donning Tephillin “phylacteries”:

“וקשרתם לאות על ידיך”—אדם יוצא לדרך ובידו פרגמטיא והוא מתיירא מן המוכסין. אתם—אי אתם מתייראים. למה? שקשרו של מלך עליך.

“And you shall tie them as a sign on your arms”—A person sets out on a voyage bearing merchandise, and is fearful of the tax collectors. As for you—you are not fearful. Why so? Because the “tie” of the king is upon you.

Lieberman explains that the Midrash is most likely referring to royal seals, or those issued by other officials similar to the lead plumb in use to this day. It was tied by wire or string onto the merchandise or onto the arm of the payer.

N.H. Tur-Sinai, in his notes to the Ben-Yehudah Dictionary (Ben-Yehudah 1958:13:6263, s.v. קשר, n. 4) presents a Hebrew version of the words of Maimonides in his comments on *m.*

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*Šabb.* 8:2:

וקשר מוכסין הוא הסימן שכותבין לוקחי המעשר ובעלי המכס להודיע כי זה פרע מה שנתחייב, ושיעורן שתי אותיות. וקורא אותו קשר כמו שקוראין אנשי דורנו הרשמים והצורות שמחשבין בהם הפנקסין עק"ד אלרומ"י בלשון ערבי, ובלשון עברי קשר הרומיים.

And the tie of the tax collectors is the token that those who collect tithes and the tax officials write to confirm that a certain person paid what he was liable for. Its measure is two letters, and it is called קשר just as those of our generation called the inscribed objects and forms used in computing ledgers ‘*aqd al-Romi* in Arabic, and in the Hebrew language “the tie of the Romans.”

Maimonides’ reference to the Arabic term ‘*aqdun*, forms of which may even occur in the Nabatean papyri from Naḥal Ḥever, helps to sharpen our understanding of the Hebrew term קשר (see the COMMENTARY on P.Yadin 1:15). It is also worth mentioning that the Hebrew cognate ‘*-q-d* “to bind” occurs in Gen 22:9: “Then he (= Abraham) bound Isaac, his son.” In P.Yadin 43:7 we find the Aramaic form קתרא, a phonetic variant of קטרא “tie, knot, receipt, binding contract” (see the COMMENTARY on P.Yadin 43:7) that is etymologically related to Hebrew קשר.

In fact, *y. Šeq.* 7:3 (50c) speaks of the ties (קיטרין) used as tokens by wine merchants in the same way that we read elsewhere that tax collectors used the קשר: יחכמון שפייא קיטריהון: קשר “Let the pourers (of wine) recognize their own ties” (for the term שפי “pourer, wine merchant” see the COMMENTARY on P.Yadin 45:27). The Talmud there records a series of cases brought before leading Sages that deal with meat and wine whose ritual fitness was in doubt. In some instances, these products had been washed away in the river during shipment, whereas in others, they had been seized by robbers, or had ended up in public places. These circumstances raised the question as to whether, after being retrieved, such products would be permitted and could be partaken of by Jews. The issue was whether the products could be precisely identified at that point since they may have been mixed in with forbidden products, or otherwise tampered with. Two of the cases, which are stated in the same way, are of particular concern in the context of the present discussion of the term קשר:

1. גינאי שטף זיקין. אתא עובדא קומי ר' יצחק בר אלעזר, ואמר: יחכמון שפייא קיטריהון.
2. נוקניקה אישתכח בכנישתא דבולי. אתא עובדא קומי ר' ירמיה. אמר: יחכמון סיקיריא עבידהון.

1. The G.-river washed away some wine-skins. The case came before Rabbi Yiṣḥaq, son of-El‘azar, and he ruled: “The wine-merchants will recognize their “ties.”

2. Some sausage was found in the assembly hall (or: synagogue) of the council (Greek βουλή). The case came before Rabbi Yirmiyah. He ruled: “The sausage-makers will recognize their own product.”

By way of explanation, in case no. 1 the concern was with the prohibition of consuming wine that had been in the possession of gentiles (see Levine 2000b:191–93, NOTES to Num 24:4). In the present instance, the retrieved wine was ruled ritually fit, because the wine-skins had

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been tied in identifiable ways, so that the wine-merchants could identify their own skins and further ascertain that they had not been opened during the interim. It is to be assumed that these “ties” were marked in some way, in a manner similar to what was observed in the case of the קשר.

In case no. 2, it was determined that the sausage was packaged in a recognizable way and bore some indication as to who had processed it. It is unclear whether these products had been retrieved in a synagogue, or, as would seem to be more logical, in a public building that was operated by non-Jews. The Aramaic term כנישתא often connotes “synagogue,” but may also designate a town-hall.

In summary, case no. 1 adds to our information on the utilization of ties in the Talmudic period, once we take note of the Aramaic term קטר, and of its etymological relationship to the Hebrew term קשר, Aramaic קתרא (see COMMENTARY on P.Yadin 43:7).

We may now examine the two clauses in P.Yadin 45 and P.Yadin 46, respectively, that refer to the “taking” and “giving” of ties. These clauses come after the terms of the transactions have been specified and immediately preceding the defension clauses:

(a) P.Yadin 45:24–30:

תללו תתן לי ותטול המני קשר. אילא יתקבל לך ועלי לשפות לפניך מן כל חרר ותגר ואדם תבע עד סוף הזמן הלז וקים עלי לעזמת ככה.

(b) P.Yadin 46:9–11:

תללו אשקול לכם ואטול מכם קשרים. אילא יתקבל לי ועליכם לשפות לפני מן חרר ותגר עד סוף הזמן הלז ועליך, אתה, אלעזר לקרב לי מן החכור הלז [ולשקול] [כסף]—וקים עלי לעזמת ככה.

The first parts of both statements are clear:

(a) P.Yadin 45: “These (amounts) you (ms.) shall remit to me, and take from me a tie.”

(b) P.Yadin 46: “These (amounts) I will weigh out to you (mpl.) and I will take from you ties.”

The chiasmic alternation expressed in the above statements helps to explain the operation of the “tie.” In P.Yadin 45, the one granting the lease addresses the one assuming it, and is entitled to a “tie” as proof of that the latter had met his payment. In P.Yadin 46 the one assuming the lease addresses those who are granting it to him, and demands “ties” from these payees. It is at this point that the syntactic problem arises, first in statement (a), above, taken from P.Yadin 45. That statement (and its counterpart in P.Yadin 46) can be parsed in two ways:

(1) These (amounts) you will pay to me, and take from me a tie. [**Protasis:**] And if it (= the tie) is not received by you (= if you do not receive it), [**Apodosis:**] it is incumbent upon me to silence (all objections) before you, from any grievance, or contest, or claimant until the termination of this period/season. I am legally bound on this account.

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(2) These (amounts) you will pay to me, and take a tie from me. [Protasis:] And if not, [Apodosis:] another shall receive [it] on your behalf. And it is (further) incumbent upon me to silence (all objections) before you, etc.

Syntactically, both parsings have analogues. The short protasis is attested in the negative mode in XHev/Se 49, also an acknowledgment of debt, dated 133 CE, in Hebrew with some Aramaic influence. **A** received an acknowledgment of debt from **B**, who confirms receipt of a sum of silver from **A**, and agrees to pay it on demand. At that point, the document would be returned to **B**, the debtor. The text then continues:

[וא]ם לא—לא יתקיים לי, והתשלום [מן] ביתי ומן נכסי וקים עלי כול שאש על השטר הוא.

[Protasis:] And if not (namely, if I fail to repay the loan on demand)—[Apodosis:] it shall not have been fulfilled by me (= I shall not be in good standing). And the payment (shall be due) to you from my estate and possessions. And I am accountable for all that appears on this document (lines 10–12).

Most scholars, including Broshi and Qimron (1994:291–92), Yardeni (1997:130–31), and Cotton and Qimron (1998:118 n. 51) excise the second negative, regarding it as a dittography, reading: **ואם לא—לא יתקיים לי**. This interpretation is surely possible, but can be sustained only by a deletion. Katzoff (Gulak 1935:177 n. 9) retains the text as is, opting for the short protasis, and would translate somewhat as follows: “And if not—(namely, if the creditor fails to return the document)—then it (= the loan document) shall not be binding on me/valid with respect to me.” This requires reading a lot into the statement.

A similar reference to the attachment of assets in default of payment occurs in Wadi Sdeir 2, published by Yardeni (2000b:125–29). It is apparently a promissory note, written in Aramaic, and dated to the third year of the revolt. There, in lines 5–7, we read the statement of the debtor:

בכל זמן די תמר לי אחלף לך שטרא ד[נ]ה אי לה יתקבל לך ותשלמתה מן נכסי וזי אקנה לקבלדך.

Yardeni translates:

At any time that you will say to me, I will exchange for you th[a]t deed. (And) if it will not be received by you, then the payment (will be) from my property and (from) whatever I shall acquire, according to that.

Alternatively, the statements could be parsed differently:

אי לה—יתקבל לך. ותשלמתה מן נכסי ...

And if not—another may receive it on your behalf. And the payment will come from my property, etc.

Once again, according to the alternative translation, agency would be operative, which is to say that an agent of the creditor could demand a new document on his behalf and collect it.

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The reference to attachment of payment in default would constitute a separate, general provision, one found in loan documents, by which failure to repay the loan would allow the creditor to seize the debtor's assets. This would hold true whether or not the promissory note was replaced.

Contrast the formulation of Mur 18 (Aramaic, dated 54/55 CE), also an acknowledgment of debt (Milik 1961:100–4), where the verb is part of the protasis:

והן כן לא אעבד—תשלומ[תא] לך מנכסי ודי אקנה לקובלך

[Protasis:] And if I do not do accordingly, [Apodosis:] payment (shall be due) to you from my possessions, and whatever I may acquire, as your collateral (lines 7–8)

Note that here, the apodosis is not introduced by conjunctive *waw* because it is linked to the protasis, whereas in the two statements cited just prior to it, conjunctive *waw* introduces an additional statement of accountability. There are some further problematic passages wherein the same two syntactic options exist.

It is relevant to note that conditional formulations using **ואם לא** (compare **ואילא** of P.Yadin 45 and P.Yadin 46, and related forms) are well attested in Mishnaic Hebrew. These formulations are not exactly like those occurring in P.Yadin 45 and 46, but they are close enough to be illustrative, nonetheless. Three examples will suffice.

(1) *m. Ber.* 3:2:

קברו את המת וחזרו—אם יכולין להתחיל ולגמור עד שלא יגיעו לשורה, יתחילו, ואם לאו—לא יתחילו

They buried the dead person and started back. If they are able to begin and complete (the reading of the Shema) before they reach the line (of comforters), let them begin. But if not—they should not begin.

(2) *m. B. Qam.* 10:3:

המכיר כליו וספריו ביד אחר ויצא לו שם גנבה בעיר—ישבע לו הלוקח כמה נתן ויטול. ואם לאו—לא כל הימנו

One who identifies his vessels or books in the possession of another (in a case where) notice of his theft had been announced in town—let the purchaser swear to him by oath how much he paid for them and receive compensation (from the owner). But if not—[namely, if there was no notice of the theft]—we may not rely entirely on his word.

(3) *y. Mo'ed Qat.* 2:3 (81b) (cited by Sokoloff *DJPA* 49, s.v. **אילא**). The question at issue is whether to finalize a sale during the intervening days of the festival:

אין ידע דלא מיוזבן והוא פחת מן אגרא—יזבין. ואילא—לא יזבין

If he knows that (if) it is not sold, his gain would be reduced—he should sell. But if not—he should not sell.

## THE “TIE” (קשר) AS PROOF OF PAYMENT

There is, therefore, a basis for preferring the short protasis in P.Yadin 45 and 46, although Yardeni and others would dispute this analysis. What is more, the short protasis would allow for the institution of agency, whereas the long protasis would not have that effect.

At this point, more needs to be said about the functions of the Hithpa<sup>el</sup> in Mishnaic Hebrew, some of which strongly suggest the role of agents. The Hithpa<sup>el</sup> often had the force of a virtual transitive verb, so that התקבל meant: “to receive.” Thus, according to *m. Git.* 6:1: האשה שאמרה התקבל לי גיטי “The woman who said: Receive my bill of divorce on my behalf” was, in effect, appointing an agent to accept it on her behalf (see further in *m. Git.* 6:2–4). Some such statements even specify where such delivery is to be received on the part of the agent. Hithpa<sup>el</sup> forms are also employed in statements of the Mishnah dealing with the receipt of other legal documents by agents, such as the *ketubba* (*m. Ketub.* 5:1; 9:8; 11:4). This explains why the verb is in the singular whether singular קשר or plural קשרים is used; the verb refers to the one who will obtain the “tie” or “ties,” not to the ties themselves.

A further issue to be addressed is whether, in P.Yadin 45 and P.Yadin 46, the receipt of a “tie” represents an alternative mechanism to the guarantee of clearance written into legal documents. Or, did the “tie” represent a different mechanism for protecting the payer that did not obviate the need for a defension clause? There is reason to conclude that the קשר, like the שובר “written receipt,” originated in the context of loans and other forms of indebtedness, such as taxation, where essential payment was the only issue (Gulak 1935:175–77). It did not originate with sales and leases, where there was further need for guarantee against future claims generated not by the purchaser or the lessee, but by some other party.

If one could appoint an agent to make payments and obtain a receipt, the “tie” would be particularly handy, because goods were often transported by persons other than their owners. Agency is also evident in “a document of empowerment,” known in the literature as שטר הרשאה, a kind of power of attorney licensing an agent to collect a debt on behalf of the creditor, to collect deposits made by another, and even to appear in court on behalf of another. Gulak, augmented by Katzoff’s notes (Gulak 1935:165–74), provides information on similar types of Greek documents. The use of agents is attested in XHev/Se 60, a receipt in Greek for tax or rent, dated 125 CE from Maoza (= Maḥoza’) (Cotton 1997a:167–73). Also note the use of a tie as a receipt for partial payment of a lease in P.Yadin 43.

## Appendix C: The Relative Pronoun Opening Short Aramaic Inscriptions and the Body of the Bar-Kokhba Letters

By Joseph Naveh

Aramaic phrases beginning with *zy/dy/d-* are a well-known phenomenon. For example, Dan 5:19, **די הוה צבא הוה קטל ודי הוה צבא הוה מחא** “Whom he would he slew, whom he would he kept alive”; in the Elephantine papyri, **זי ירשנכי דין ודבב ויקבל עליכי ועל בניכי ינתן לכי** “Whoever shall start against you suit or process or complain against you or against your children shall give you a fine” (*TAD* B3.10:19–20 [Kraeling 9]; see also *TAD* B3.6:7; B3.9:7 [Kraeling 5, 8]; B2.7:10; B2.9:14 [Cowley 13, 20]). In these phrases the noun is missing; *zy/dy* stands for *mn dy* “any person who(m) ...” (see also Dalman 1905:117).

There is a series of short Aramaic inscriptions opening with *zy/dy/d-*. The ninth-century BCE Hazael inscription on a horse’s forehead ornament from Samos reads:

**זי נתן הדרד למראן חזאל מן עמק בשנת עדה מראן נהר**  
That which Hadad gave our lord Hazael from ‘Umqi in the year that our lord crossed the river  
(Eph‘al and Naveh 1989:192–94).

Two fifth-century BCE inscriptions on silver bowls from Tell Maskhuta read:

**זי קרב צחא בר עבדעמרו להנאלת**  
That which Şeḥo, son of ‘Abdamru offered to Han-Ilāt

**זי קינו בר גשם מלך קדר קרב להנאלת**  
That which Qainu, son of Gashm, king of Qedar, offered to Han-Ilāt  
(I. Rabinowitz 1956:1–9; Dumbrell 1971:33–44; Gibson 1975:122–23).

On an altar from Bostra was inscribed in 40 BCE (*CIS* II no. 174) the following Nabatean inscription:

**די קרב נטראל בר נטראל לאלה קציו בשנת 11 למלכו מלכא**  
That which Neṭarel, son of Neṭarel offered to the god of Qaṣiu in the 11th year of king Maliku

In these inscriptions *zy* or *dy* is a relative pronoun; the noun before it has been omitted. In the Hazael inscription, the object given to Hazael as booty was the horse’s forehead ornament. The Tell Maskhuta inscriptions do not mention the bowls that Şeḥo and Qainu offered to Han-Ilāt. In the Bostra inscription an altar was offered. All four texts omitted the names of the objects bearing the inscription.

In these and other similar short inscriptions (see below), whenever the noun before *zy/dy* was omitted, the text referred to the inscribed object. Hence the inscriptions engraved on building stones opening with *zy hqrb*, found in the excavation of the second-century BCE sacred place, on Mount Gerizim, the object was the wall section of the sacred place or its

## THE RELATIVE PRONOUN

enclosure. For example:

זי הק[רב] ועלא

That which Wa'la offered

(see Naveh and Magen 1997:9\*–17\*).

Since some of the Mount Gerizim inscriptions mention “PN and his sons” or “PN and his wife,” it seems likely that these fragmentary inscriptions indicate that the building activity at the sacred place on Mount Gerizim was carried out or financed by families in a very similar way to the rebuilding of the walls of Jerusalem as described in Nehemiah 3.

There are short inscriptions in which the initial *zy/dy/d-* is not a relative pronoun, but a genitive particle. In these cases, too, the omitted word is the name of the inscribed item. Thus the reading and translation of the eighth-century BCE jar inscription from Tell Deir 'Allā are as follows:

זי שרעא

(The jar) of the gate

The Hebrew parallel of *zy šr* occurs in a contemporary jar inscription from Tel Kinrot, which reads *kd hšr* “the jar of the gate” (Eph'al and Naveh 1993:59–65).

A stone weight from the Herodian period found in the excavations in the Jewish quarter of Jerusalem bears a short inscription:

דבר קתרס

(The weight) of the son of Qatros

(Avigad 1983:129–31; Beyer 1984:346 translates: “Das (Eigentum) des Sohnes des Qatros”).

In the same period, a short inscription was engraved above the entrance to a tomb-cave at 'Illar, about 10 km north-east of Tul-Karem:

דמנשה בן וני

(The tomb) of Manasse, son of Wannai

(Mazar 1954:154–57).

Aramaic endorsements on fifth-century BCE Babylonian clay-tablets begin either with *štr zy* or *zy*. These openings are then followed by short descriptions of the documents. Endorsements beginning with *zy* (without *štr*) also indicate “document of/which ...” (Delaporte 1912:56–79). Besides *zy*, another genitive particle, commonly employed in jar inscriptions and seals, is *l-*; e.g., *lšqy* “(the jar) of the cup-bearers”; *lḥby* “(the bowl) of the butchers”; see Avigad 1968:42–44. The text on the cylinder seal that served as a votive seal (CIS II no. 75) used both of them: *pkdbn br grbd srs' zy hqrb lhdd* “(The seal) of PN, son of PN, the eunuch, (that) which he offered to Hadad.” For the omission of the name of the inscribed object not at the beginning but in the middle of a short text see the inscribed

## APPENDICES

weights from Niniveh, e.g., *CIS* II no. 2: *mnn 5 bzy ʿrqʿ*, “5 minae by (this stone weight) of the country.”

This usage can perhaps be applied to the interpretation of *dy/d-* and Hebrew *š-* appearing in the transition from the address and greeting formula to the body of the Bar-Kokhba letters. Milik and Kutscher considered that *dy/d-* and *š-* introduce direct speech (Milik 1961:158; Kutscher 1961a:122; 1961b:11). In Qimron’s opinion, the words *dy*, *š-*, *ʿšr* in the Bar-Kokhba letters do not designate direct speech, because they are not preceded by verbs; they rather “introduce main clauses; in most of the cases these words are followed by imperfect forms denoting commands, prohibitions or wishes” (Qimron 1982:27–38; the quotation is from the English summary).

Beyer translated *dy/d-* “(Hiermit wird euch mitgeteilt) daß...” (Beyer 1984:349–51). Fitzmyer (Fitzmyer and Harrington 1978:160–61) and Pardee (1982:124, 132) do not translate it at all, but Pardee, who refers to the syntactic resemblance of *dy/d-* and Hebrew *š-* to the earlier Hebrew *wʿt* (Aramaic *wkʿn*, *wkʿnt*, *wkʿt*), remarks:

The previous history, and therefore the real semantic/syntactic function of *š/dy* in the Bar-Kokhba correspondence can only be a subject of conjecture until documents are discovered to fill the gap of several centuries without Hebrew or Aramaic letters before those of the Bar-Kokhba period (Pardee 1982:149–50; cf. Qimron 1982:38).

The clue to the understanding of *dy/d-* in the Bar-Kokhba letters may perhaps be found in P.Yadin 53, which reads as follows:

אגרת שמעון בר כוסבה שלם ליהונתן ב[ר] בעיה דכל דאלישע אמר לך עבד לה והתשדר עמה [בכ]ל [ע]בידה הוה שלם

The letter of Shimʿon, son of Kosibah (Greeting to Yehonathan, son of Baʿayah) that anything that Elisha says to you, do for him; help him in any work. Be well.

Even more instructive is P.Yadin 55:

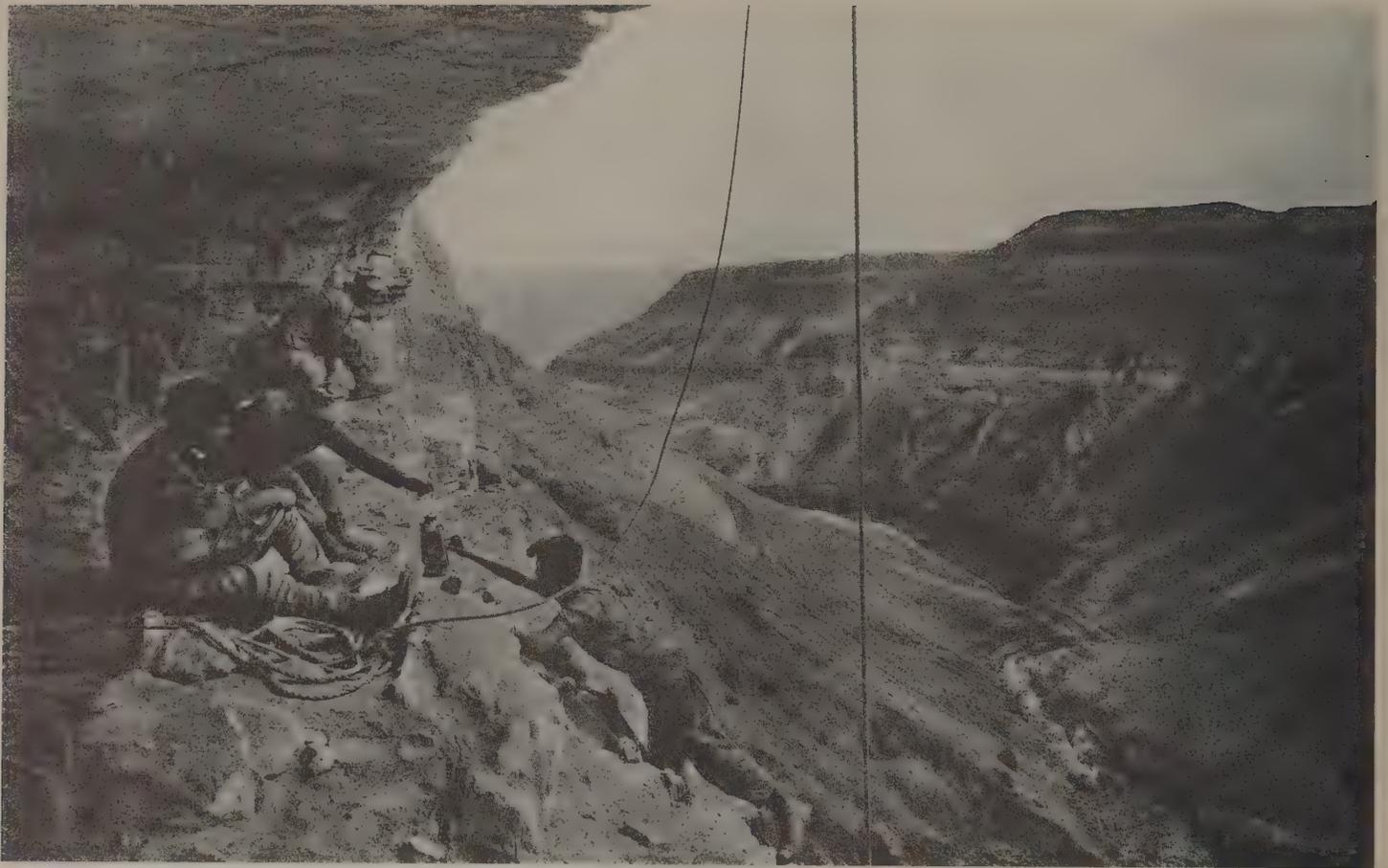
שמעון בר כושבה ליהונתן ולמשבלא א[ג]רתה די כול אנש מן תקוע ומתר אחרן די לותכן תשדרון לי יתהון באפ[רי]ע  
ואלם לא תשדרון יתהן ידיע [י]הוא לכן די מנכן אעבד פרעוואתא [...] יהוה בתיה

Shimʿon, son of Kosibah to Yehonathan and Masabala: the letter that any man from Teqoaʿ and from (any) other place, who are with you, you should send them to me immediately. And if you will not send them, you should know that you will be punished; the houses will be [burnt/desolated]

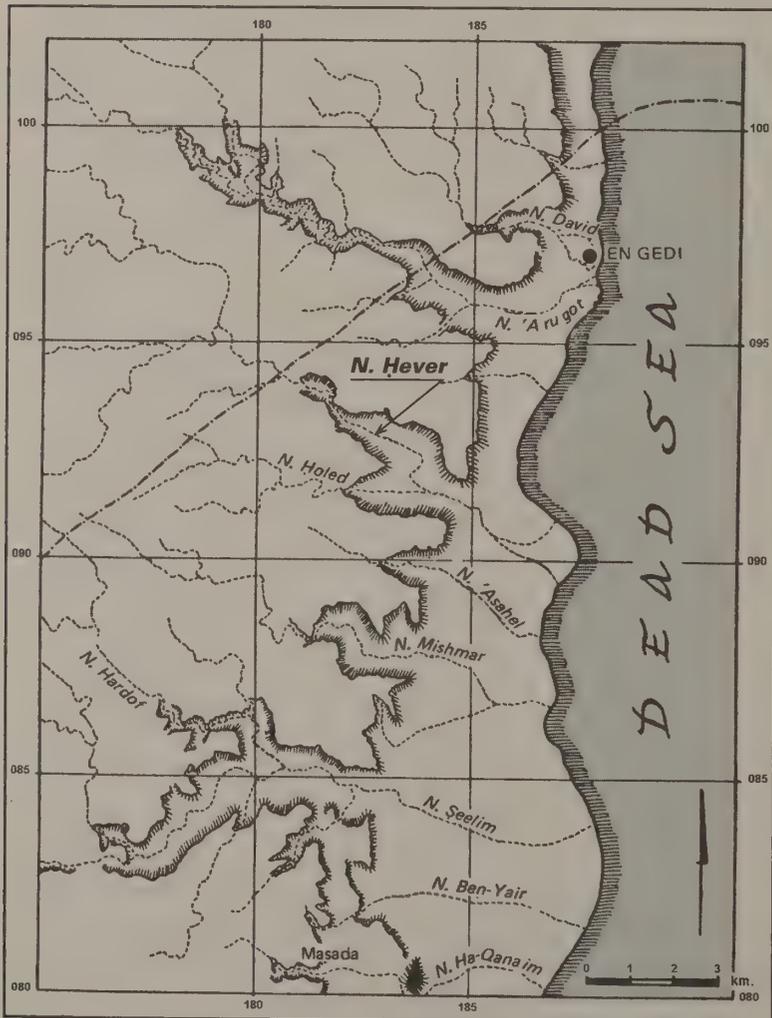
In these two instances the pronoun *dy/d-* is syntactically related to the word *ʿgrt(h)*. The phrase *ʿgrth dy* means “the letter (written in order) that ...,” or “the letter (saying) that ...” In other epistles the word *ʿgrt(h)*, which should have indicated the nature of the text, was omitted. Should this interpretation be correct, then the function of *dy/d-*, at the transition to the body of the letter, was indeed to introduce direct speech.



View of the northern cliff-face of Naḥal Hever, location of the Cave of Letters



Entrance 1 to the Cave of Letters, looking across the Dead Sea and at the southern cliff-face of Naḥal Ḥever (right)



Map showing the location of Naḥal Ḥever on the western shore of the Dead Sea



Climbing up to Entrance 1 of the Cave of Letters

# INDICES



## INDEX OF PERSONAL NAMES

The Index of Personal Names is intended to serve as a prosopographical aid to the analysis of this corpus. Thus, we have not merely listed the personal names and where they occur, but also the role each individual carries out within a particular document (where possible). In addition, we have tried to note occurrences of the same individual in the documents from the Seiyal Collection and the Greek documents from the Yadin Collection.

- Partially reconstructed names are included (even when only a fragment of the patronymic is preserved), but totally reconstructed ones are not.
- The names are listed alphabetically. When the same individual serves the same role (e.g., witness to a legal document, addressee of a letter) in multiple documents, those entries are grouped together even when that individual's name is spelled in different ways. When the same individual serves different roles in different texts, the name is listed once, followed by "(SAME AS ABOVE)" in subsequent entries.
- In cases where there is a strong likelihood that we are dealing with the same individual in different documents but cannot be completely certain (e.g., שמעון בר מנחם in P.Yadin 7 and שמעון in P.Yadin 3), we have treated them as separate individuals.
- Common names that are spelled in a variety of different ways are listed under the fullest spelling. Thus, יהוסף is listed under יהוסף.
- The entry lists the fullest version of the individual's name. Thus, when an individual is mentioned multiple times within the same document, sometimes with his patronymic and sometimes without, the entry will include the patronymic.

<i>Name</i>	<i>Citations</i>	<i>Role and/or Position</i>	<i>Other texts</i>
אביעדן ברת אפתח בר מניגרס	2:3, 5, 9, 10, 11, 13, 14, 21, 25, 32, 34, 37, 38; 3:2, 6, 13, 15, 16, 23bis, 28, 32, 35, 37, 41, 43, 44, 49	Seller of land	
אלמא/ה בן יהודה	44:4, 14, 21–22, 30	One of four partners in a lease of land	
אליעזר בר חלקיהלחלתיה	8:12	Witness	cf. P.Yadin 18:78; 19:31; 26:22
אליעזר בר שמואל הקבש	42:2–3; 43:3	Lessee; payer in transaction; referred to in P.Yadin 42 as קביש בר שמואל; see קביש בן שמעון and קביש בר שמעון	
אליעזר בן שמואל	44:2, 11, 19, 28; 45:5; 46:2	Partner in a lease of land; same person referred to as אליעזר בר שמואל הקבש	
אליעזר בר ...	47a:9; b4, 6, 9bis	Purchaser of land	
אלעזר	47b:2	Same as ... אליעזר בר above?	
אלעזר בן אלעזר בן חיטא	44:3, 10, 18–19, 27	One of four partners in a lease of land; son of person in 50:4–5(?) and nephew of חגניה (46:5)?	cf. XHev/Se 8a 2
(SAME AS ABOVE)	45:3–4, 31; 46:2,10	Sublets a plot of land	

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<i>Name</i>	<i>Citations</i>	<i>Role and/or Position</i>	<i>Other texts</i>
אלעזר בר חטה	50:4-5	Subject of letter; father of אלעזר?; brother of חנניה (46:5)?	
אלעזר בר יהודה	44:32	Witness	
אלעזר בר שמעון	8:11	Witness	cf. P.Yadin 23:26; XHev/Se 8a:17; also cf. 4Q348:15, but see Yardeni 1997:300
אלישע	53:2	Subject of letter	
אמתאיסי ברת כמנו בר עמרו	1:2, 9, 13, 18, 42, 47	Wife of מקימו; lender of money to him	
ארכלס בר עבדעמינו	2:2, 4, 8, 10, 11bis, 14, 15, 16, 21, 22, 29, 33, 34, 38, 40	Purchaser; <i>strategos</i>	
ארכלס בר ...	3:51	Witness	
אצלח ...	9:Frag A:2	Guarantor?	
בבחה (ברת שמעון)	7:24, 65	Subject of legal stipulation	cf. Lewis 1989:152 Index
(SAME AS ABOVE)	10:19, 22	Recipient of <i>ketubba</i>	
גרמאלה בר ערהו	7:7-8, 9, 39, 42	Possessor of property used in boundary description	
והבאלהי בר משלמו	3:52	Witness	
והבדשרא בר שלי	3:53	Witness	cf. XHev/Se 10:5
ונה בר חלפאלהי	1:58, 65	Witness	
זבדבעל בר זבדין	3:54	Witness	
זבדין	7:12, 47	Mentioned in description of irrigation allotment	cf. P.Yadin 5 frg a:I:6(?)
זידו בר שהרוושהדרו	1:55, 62	Witness	
חנניה בן חיטא	46:5	Previous lessee; brother of אלעזר (50:4-5)?	
חנינו בר תימאלהי	3:26	Possessor of property used in boundary description	
חנון\חנון בר ישמעאל	54:3-4	Subject of letter	
חורו בר עותו	1:59, 66	Scribe	
חור(ו)ן בר ישמעאל	42:2, 11	Lessor of land; administrator of Shim'on, son of Kosiba	
(SAME AS ABOVE)	43:4, 8	Receiver of payment in transaction	
טבירוס	7:8, 41	Former owner of an orchard	
יהודה בר אלעזר כתושין	6:3	Landlord	cf. Lewis 1989:152 Index
(SAME AS ABOVE)	10:19	Husband of בבחה in <i>ketubba</i>	
יהודה בן יהוסף	44:31; 45:33	Witness	
יהודה בר מנשה	57:1	Administrator at קרית ערביה; addressee	
יהודה בר שמעון	9:12	Witness	cf. P.Yadin 22:37
יהוחנן בר ישועא מרים	42:1-2, 10	Lessor of land; administrator of Shim'on, son of Kosiba	
יוחנה ברת מכותא	7:11-2, 46	Possessor of property used in boundary description	
(SAME AS ABOVE)	8:10	Scribe; "ברת" in patronymic in P.Yadin 7 likely a mistake; name written here יוחנן בר מכותא; also was the scribe for P.Yadin 6, 9, and 22.	cf. P.Yadin 5b.i:9; 14:36, 45; 16:42; 20:52; 22:29, 34
(SAME AS ABOVE)	9:13	Witness and scribe; name written here: יוחנא בר מכותא	
יוחנן בר בבא	7:8, 40	Bequeathed property used in boundary description	
יוחנא בר משלם	6:3	Tenant farmer(?); from 'Ein Gedi	

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<i>Name</i>	<i>Citations</i>	<i>Role and/or Position</i>	<i>Other texts</i>
יהונתן (בר בעין/בעיה)	49:2; 50:2; 51:1; 53:2; 54:2; 55:1; 56:1; 58:1; 60:1	Agent in 'Ein Gedi; addressee; name written יתן in 58:1	cf. P.Yadin 52:1; 59:1
(SAME AS ABOVE)	57:2	Subject of letter	
יהונתן בן מחנים	44:6,18; 45:11	Lessor of land; administrator of Shim'on, son of Kosiba	
יהנתן בר ישמעאל	8:10	Issuer of text (perhaps local administrator?)	
יהוסף בר אלעזר	46:15	Witness	
יוסף בר בבא	7:6, 11, 12, 38, 45, 47	Bequeather of property used in boundary description and irrigation agreement	cf. XHev/Se 64a:11, 33
יוסף בר דרמנס	7:6bis, 37, 38	Bequeather of property used in boundary description and irrigation agreement	
יהוסף בר חנניה	6:19	Witness	cf. P.Yadin 14:48; 15:44; 17:49; 21:33; 22:40; XHev/Se 49:5, 14; 64:49
יוסף בר ערתי	7:45-6	Bequeather of property used in boundary description	
יהוסף בן שמעון	44:30	Proxy	
יהוסף בר שמעון	8:3, 10	Purchaser of land from his brother	cf. XHev/Se 64 a (r) 4, (v) 43
יוסף	9:5	Seller	
יהוסף	9:10	Seller	
יהוסף (?)	4:12	Very uncertain reconstruction	
ישוע בר תרמריה	54:13-14	Subject of letter	
ישוע בר ושטין	47b:4, 8, 9	Seller of land	
ישוע קביש בן/בר שמעון	46:1-2, 12	Lessee of land from חיטא בן אלעזר and אליעזר בן אלעזר and קביש בר שמואל; see שמואל הקבש and אליעזר בר שמואל	
מנחם	7:6, 37	Bequeather of property used in boundary description and irrigation agreement	
מגלס בר עותאלה	7:8, 40	Possessor of property used in boundary description	
מקימו בר עותאלהי בר חלפאלהי	1:7, 14, 19, 35, 36, 53, 60	Husband of אמתאיסי; borrower of money from her	cf. P.Yadin 16:39
מרים ברת יוסף בר מנשה	7:3, 14, 33-34, 50-51	Recipient of gift; wife of שמעון בר מנחם; mother of בכתא	
משבלה/משבלא/מסבלה (בן שמעון)	44:28	Proxy	cf. XHev/Se 13:14
(SAME AS ABOVE)	45:32	Witness	
(SAME AS ABOVE)	49:2; 50:3; 54:2; 55:2; 56:2; 58:1; 63:1	Agent in 'Ein Gedi; addressee	cf. P.Yadin 52:2-3
(SAME AS ABOVE)	57:2	Subject of letter	
ספון בן שמעון	44:29	Proxy	cf. P.Yadin 8:3, 10; XHev/Se 64 a (r) 4, (v) 43
(SAME AS ABOVE)	45:34	Witness	
עבדעמו/עבדעמיו	1:7bis, 35, 36, 61	Partner and guarantor of מקימו; father of ארכלס in P.Yadin 2?	
עזור בר עותו	2:49; 3:55; 4:26	Scribe	
פטרון בן יהוסף	46:14	Witness	
צפניה (?)	47b:8	??	
שמואל בר עמי	54:17	Scribe	
קביש בר שמואל		see שמואל הקבש	

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<i>Name</i>	<i>Citations</i>	<i>Role and/or Position</i>	<i>Other texts</i>
שמעון הבגד	7:9, 10, 41, 43	שמעון בר מנחם Gave an orchard in trade to lines 10, 43 mention his heirs, not him	
שמעון בר יהודה	50:14	Issuer of letter	
שמעון בר יהוסף	44:33	Witness	cf. XHev/Se 8a:16
שמעון בר ישמעאל	63:5-6	A messenger(?)	
שמעון (בן כוסבא וכוסבה לכ(ו)שבה)	42:1,2; 44:1,7; 45:2, 12-13	Used in date formula; chief of the administrator(s) issuing the document	
(SAME AS ABOVE)	43:2,6-7	Used in date formula; owner of land being leased	
(SAME AS ABOVE)	46:1; 47a:3	Used in date formula	
(SAME AS ABOVE)	49:1; 50:1; 51:1; 53:1; 54:1; 55:1; 56:1; 57:1; 58:1; 61:1; 63:1	Sender of letter	cf. P.Yadin 59:2
שמעון בר מנחם	7:3, 33, 73	Bestower of gift; father of בכתא	cf. P.Yadin 5b:ii:7(?)
שמעון	3:8, 16, 22, 31, 34, 36, 37, 42, 44, 46	Purchaser of land; father of בכתא?	
שמוע בר מנחם	7:9, 11, 42, 45	Possessor of property used in boundary description	cf. P.Yadin 14:37, 46 (witness); 21:17, 36 (guarantor)
תחא ברת עבדחרתת	2:4, 23; 3:26	Possessor of property used in boundary description	
תומא בר שמעון	10:24	Witness	cf. P.Yadin 15:45; 17:47; 20:49
תחנה בן שמעון	44:4,14,21,29	One of four partners in a lease of land	
תימו בר הורוהודו	1:56, 63	Witness	
תידסוֹסֹתִידסוֹס בר תידוֹרוֹס	56:6	Subject of letter	
... בר לתי	3:16, 43	Guarantor of purchase	
... בר לתה	3:50	Guarantor of purchase; written in his own hand	
... בר זירו	2:44	Witness(?)	
... של... אלהי	2:48	Witness(?)	
... אלעזר ...	10:Fragment	???	
... בר אבה	47b:7	Owned land that formed the eastern boundary to land being sold in P.Yadin 47	
בר חיטה	56:2	Administrator in 'Ein Gedi; addressee; אלעזר or חנניה?	
... בר מנחם	7:75	Witness; not שמעון, but perhaps שמוע	
יה... שיפונא (מן בת עשהו)	7:77	Witness	
... שמעון ...	7:79	Witness	
... בר שמלא	9:Frag A:2	Guarantor?	cf. P.Yadin 18:5, 35, 69, 70
בר קביש	42:3-4	Previous holder of land being leased; see אלעזר בר שמואל ישוע קביש בן שמעון and הקבש	
א... בר שמעון	8:4	Seller of land to his brother; unnamed brother of שמעון	
... בן שמעון	46:13	Witness	
... בר תימאלהי	38:1	Witness	
[בר יהו]חנן	10:25	Witness	

## OTHER INDICES

### PLACE NAMES

ביתר	44:33
בית ען	42:4
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מחוז עגלתין	2:2, 22; 3:1, 2, 3, 22, 23, 24; 7:2; 44:4
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רמון	1:12
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### FLURNAMEN

בר	46:4
חירת	44:8, 15
חפיר	44:9, 11
כרבא	7:7, 39
משוכים	44:8, 15
סלם	44:9, 12; 46:3

### MONTHS

אדר	10:1
איר	42:1
אלול	1:1, 11, 46; 42:7; 43:1(?)
טבת	3:21; 42:7
כסלו	2:1, 18; 45:1; 46:1
מרחשון	44:1
סיון	42:7
תמוז	7:2; 8:2

### ROMAN OFFICIALS

#### EMPERORS

Hadrian

טריינס הדריינס סבסטט 6:1; 7:1, 31; 8:2

#### CONSULS

Lucius Catilius Severus

ליקיס קטוליס סורס 7:1, 30

Marcus(!) Aurelius Antoninus

מרקס אורליס אנטונינס 7:1, 30

Acilius Auiola

אקלס אוילה 8:1; 9:1

Corellius Pansa

פנסא 8:1

#### GOVERNORS

Desenius

דסיניס 6:1

### NABATEAN ROYALTY

#### KINGS

Rab'el

רבאל 1:1, 9, 11, 42, 46; 2:1, 4, 15, 18, 24, 40; 3:1, 5,  
18, 21, 27, 46; 4:18

Malichus

מנכו 2:2, 20

Haretat

חרתת 2:2, 20

#### PRINCES

Obodas

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#### QUEENS

Gamilat

גמלת 2:2, 19

Hagru

הגרו 2:2, 19



# **GLOSSARY AND CONCORDANCE**

# GLOSSARY AND CONCORDANCE

## REGISTER

- Language classification is consistently determined by the language of the text in which the word occurs. Thus, Aramaisms appearing in the Hebrew documents are listed in the Hebrew section of the GLOSSARY. For example, when the Aramaic form קח (instead of Hebrew אהך) appears in P.Yadin 46, a Hebrew legal document, it is listed in the Hebrew section of the GLOSSARY.
- The GLOSSARY includes all words occurring in the texts, with the exception of proper names (which are listed elsewhere).
- Common prepositions (e.g., -ב, -על) and conjunctions (-ו) are not included.
- Each entry is followed by a list of attested forms. Verbal forms are listed by root and nominal forms are normally listed in their absolute form.
- Partially reconstructed forms are included. For example, in P.Yadin 1:15, only the traces of a single letter are visible for the form כסף, but it has nonetheless been included in the GLOSSARY.
- The Greek, Arabic, and Latin forms of probable loanwords are provided.
- [Citations in boldface brackets] indicate alternative readings. For example, the TEXT of P.Yadin 49 offers two alternative readings for the third word in line 9: מחוז and מחנה. Thus, both readings are listed in the GLOSSARY, with the citations placed in boldface brackets.
- *Italicized citations* indicate problematic readings. For example, the word reconstructed at the beginning of P.Yadin 42:7 (שעורין) is highly conjectural, and thus, the citation in the GLOSSARY entry has been italicized.
- **Citations in boldface** indicate where a word is discussed in the COMMENTARY.

## ABBREVIATIONS

adj. – adjective  
adv. – adverb  
Ap. – Aph<sup>el</sup>  
f. – feminine  
Hip. – Hiph<sup>il</sup>  
(H)ithpe. – (H)ithpe<sup>el</sup>  
(H)ithpa. – (H)ithpa<sup>al</sup>  
lit. – literally  
m. – masculine  
n. – noun

Nip. – Niph<sup>al</sup>  
Pa. – Pa<sup>al</sup>  
part. – particle  
Pi. – Pi<sup>al</sup>  
pl. – plural  
prb. – probable  
prep. – preposition  
pron. – pronoun  
vb. – verb

## HEBREW

אבל but, however (adj.) אבל 49:6	את nota accusativi (part.) את 49:9, 10 -ת 44:6, 7, 8, 9bis, 15, 17, 19, 22; 45:7, 8, 24; 46:3bis, 4(5x), 5bis, 6bis, 9	הלוו these (pron.) הלוו 44:17, 18
אגה (given form; root uncertain; vb.) אגה 46:6 "I will remove, or: prune"	אתה you (ms) (pron.) אתה 45:11; 46:10	הלו these, those (pron.) הלו 44:20 הלו 44:22; 45:13, 18, 22, 29; 46:7, 10, 11 הלו 44:25
אדם person, anyone (n.m.) אדם 45:28	אתן you (mp) (pron.) אתן 49:3, 11	הלו (ה)ללו these (pron.) הלו (ת)ללו 45:24; 46:4, 9
אה brother, kinsman (n.m.) אחי 44:25 אחיכן 49:4, 9	בין between (prep.) ביתות/ים 44:2 בניהם 44:26	הם they; copula (pron.) הם 44:20, 23; 46:9, 11
(א)חד one (Aramaism; num.) חד 46:12	בית house, household (n.m.) בית 49:3	ודה Hip.: to acknowledge (vb.) מודא 45:6; 46:3
אילא if not (part.) אילא 45:26; 46:9	גוי a gentile (n.m.) הגואין "the gentiles"; 51:6	זה this (pron.) זהה 44:3 זה 44:13; 46:5
אילן tree (n.m.) אילן 44:12, 16 האילן 46:4, 8	גנה garden (n.f.) גנה 45:7 הגנות 45:20, 21	זהר to be careful (vb.) תזהרו 49:7
אין particle of non-existence אין 44:24	דאג to worry (vb.) דאגין 49:4	זוז zuz (= drachma, denarius) (n.m.) זוזין 45:23; 46:8
אישי man, person (n.m.) אנשי 49:1 האנשים 44:17, 23	דבר thing, matter, case (n.m.) דבר 49:11 כול דבר 49:4, 5-6 כל דבר 51:9 דברכן 49:6; 51:11	זמן time, season (n.m.) הזמן 46:10 זמן 44:25; 45:19bis, 29; 46:7bis
אכל to eat (vb.) אכלין 49:3	דינר denarius (n.m/f.) דינרין 44:20, 23; 46:11	זרע to sow (vb.) זורע 45:16 אורע 46:6
אלה these (pron.) אלה 44:10 האלה 44:24	דקל date palm (n.m.) דקל 46:4 דקלים 46:4, 6	חד see חד(א)
אמר to say (vb.) אמר 45:5; 46:2 אומר 49:13	דרום south (n.m.) דרום 45:15	חזק Hip: to hold, grasp, possess (vb.) החזיק 46:5
אני I (pron.) אני 45:6, 10; 46:3	דרך way, path (n.m/f.) דרך 45:14	חזקה right of tenure (n.f.) חזקתם 44:13, 16
אסר binding agreement, order (n.m.) אסרי 44:16	הבא(י)ה produce (n.f.) הבאה 46:6 הבאיה 45:17	חכור lease price (n.m.) החכור 45:9, 10; 46:11 חכור 44:17, 25
אצל near, with (prep.) אצלכן 49:7, 8	היה to be, come into being (vb.) הוא(?) 49:6 היו 51:5 יהיה 45:18; 46:7 יהיו 51:11 יהיו 44:16 תהיה 45:16	חכר (vb.) Qal(?): to lease חכרו 44:6, 18 חכרנו 45:10 חכרתו 46:3, 4 Hip.: to let אחכרתום 46:8 אחכרתו 45:14, 22 החכר<ר>תי 45:7
ארבע four (num.) ארבע 44:21, 24 ארבעת 44:17	היך as, like, according to (part.; Aramaism) היך 46:8	חלק to divide (vb.) חלקו 44:2
ארבעין forty (num.) ארבעין 46:9		
אש(=יש) existential particle (part.) אש- 49:8		

GLOSSARY

חלק portion, lot, share (n.m.) חלקו 44:10	כנס to gather in (vb.) אכנסו 46:6 כנסו 45:16	מן 44:2, 4, 5, 6, 18, 33; 45:4, 10, 11, 14, 27; 46:2, 10, 11; 49:3 המנו 44:23 המני 45:25
חסר less, minus (adj.) חסרו 44:20	כסף silver, money, sum (n.m.) בכסף 45:23; 46:8 הכסף 44:20, 22	מקום place (n.m.) המקום 44:11bis, 13, 14 המקומות 44:10, 17 מקום 44:7, 8; 45:18; 46:3bis, 7; 51:10 מקומות 44:6
חצי half (n.m.) חצי 44:19, 22	כפר village (n.m.) כפרו 46:5	נגד opposite, facing (prep.) לנגדו 45:15
חצר harvest; or: type of date (n.m.) חצרו 46:5	כשר fit, proper (adj.) כשרין [51:4]	נומוס law, custom (νομός; n.m.) נומוסו 46:6, 8
חרר grievance (n.m.) חררו 45:27; 46:10	לא negative particle (part.) לא 49:4, 5; 60:5	נטל to take (vb.) אטולו 46:9 תטולו 45:25
טב good (circumstances) (Aramaism; n.m.) בטבו 49:2	לבד alone, only (adv.) לבדו 44:21	נכסים, נכסיו possessions (n.mpl.) נכסיו 49:3
טוב good (adj.) הטובו 46:5	לבן lit. "white"; arable, rain-fed (land) (adj.) ל(ה)עפר הלבן 44:12, 15; 45:8; 46:4, 6	נפל to fall (vb.) נפלו 44:13 נפלו 44:10
טף young children (n.m.) טפיהן 49:10	לעומת as over and against, on this account, equal to (prep.) לעומתו 45:22, 30; 46:8 לעמתו 46:12	נפש person, self (reflexive) (n.f.) נפשו 44:27, 28, 29, 30 נפשי 46:6 נפשך 45:16 נפשה Aramaism: 45:31; 46:12
ידיה see ודא	לפני before (prep.) לפניו 46:10 לפניך 45:27 מלפניו 46:5	נשיא premier (n.m.) נשיאו 44:2, 7; 45:2, 13; 46:1
ידע to know (vb.) ידעין 49:6	מאה hundred (num.) מאהו 46:8	נתן to give, place (vb.) נתן 45:24
יום day (n.m.) היום 44:3; 45:6; 46:3	מאמר verbal order; statement (n.m.) מאמרו 44:29 מאמרו 44:30 (Aramaism)	סוף end (n.m.) סוף 45:29; 46:10
ילד child (n.m.) ילדין(ת) 51:4	מה what(ever) (pron.) כל מה 45:17 המה 46:6	סלע sela' (= tetradrachma) (n.m.) סלעים 44:21, 24; 45:24; 46:9, 11
ירק vegetable (n.m.) הירק 45:21; 46:7	מהרא fast, quickly (adv.) במהרא 49:7	עד witness (n.m.) עדו 44:31, 32, 33; 45:32, 33, 34; 46:13, 14 עידו 46:15
ישב to dwell (vb.) ישבום 44:5 ישבין 49:3	מחוז dock (n.m.) מחוזו [49:9]	עד until (prep.) עדו 45:19, 28; 46:7, 10
ישראל Israel ישראל 44:2, 7; 45:3, 13; 46:1; 49:4	מחלקת division (n.f.) המחלקת 44:25	עוד more (adv.) עודו 44:23
יתר plus, more (adj.) יתרו 44:23	מחנה camp (n.m.) מחנהו [49:9]	עלה Qal: to ascend; Hip.(?): to bring up (vb.) ויעלו 51:8 תעלו [51:5] עלהו 45:15
כ- like, as, according to (prep.) כ- 44:13bis, 16bis; 46:6	מלעמלה above (adv.) (מלמעלה) מלעמלהו 44:26	עלל to do (or: to enter) (vb.) עללתו 49:5
כל all (pron.) כולו 49:4, 5, 14 כל 44:8, 9bis, 12, 15, 25, 26; 45:17, 27; 46:5, 6; [51:9] כלה [51:5] מכלו 51:10	מן from (prep.) מ- 45:6; 46:3bis, 4, 5, 9; 49:1, 8; 51:10; 61:1	
כלי utensil (n.m.) כליו 51:3		
ככה thus, so (adv.) ככהו 45:30; 46:8, 12		

HEBREW

עם with (prep.) עמי 49:6 עמך 45:9	קשר 45:25 קשרים 46:9	שלח to send, deliver (vb.) תשלחו 51:2
עמר Pi.: to load, pack, bale (vb.) תעמרו 49:7	ראוי fitting, proper (adj.) כראוי 44:13, 16	שלם to reach completion, come to an end, finish (vb.) ישלם 45:19; 46:7
עפר ground, land (n.m.) העפר הלבן 44:12, 15; 45:8; 46:4, 6	רדף Pi.: to pursue legal action, file suit (vb.) רדף 44:24	שם there, that place (adv.) שם 45:6; 46:3
ערב to enter; or: to guarantee (vb.) יערב 49:12	רצה to want, desire; (in hendiadys) to act with volition (vb.) רצו 44:2	שמר to guard, take care (vb.) תשמרו 51:6
עשר ten (num.) עשר 44:20, 23; 45:23 עשרה 46:11	רצון free will, consent, permission (n.m.) רצונו 44:28 רצונם 44:2	שמנה eight (num.) שמנה 44:1
עשרים twenty (num.) עשרים 44:1 עשרין [51:4]	רשות jurisdiction (n.f.) רשות 45:8 רשותו 44:9bis רשותם 44:8	שנה year (n.f.) שנת 44:1; 45:1; 46:1
פקר prb. to inspect (vb.) פקרין 49:5	רשה to have (legal) permission, be permitted (vb.) רשאים 44:24	שנים two, both (num.) שניהם 44:4, 5, 19; 46:2 שנים 45:1, 23; 46:1 שחים 46:11
פרי fruit (n.m.) הפירות 46:7 הפרת 49:6 פירות 45:17; 46:6 פרין [51:5]	ש- relative particle (conj.) ש- 44:5, 6, 8, 9, 10, 11, 12bis, 13bis, 14, 15, 16, 18, 20, 23, 25, 26; 45:7, 8, 10, 15, 16, 18bis, 19; 46:3tris, 4, 5tris, 7tris, 9, 11; 49:5, 6, 7tris, 8bis, 11, 13; 51:5; 61:4 שה 51:2	שפה Pi.: to quiet, silence; or: to cleanse (vb.) לשפות 45:27; 46:10
פרזל iron (n.m.) פרזל [51:5]	שאר remainder (n.m.) שאר 46:4; 51:1	שפינה ship (n.f.) שפינא 49:8 שפינח 49:5
פרנס administrator (n.m.) פרנסו 44:6; 45:12	שהד witness (Aramaism; n.m.) שהד 44:32	שקל sheqel (n.m.) שקל 46:11
פרע to pay (vb.) תפרען 61:4	שותפת partnership (n.f.) (שותפות) שותפתי 45:9	שקל to weigh out, pay (vb.) אשקול 46:9 לשקול 46:11 שוקלים 44:17, 19, 22
צד side, direction (n.m.) צד 49:14	של of, belonging to (prep.) של 44:7, 10, 11; 45:12, 20, 21; 46:7bis, 8; 51:6 שלנו 45:7	ששה six (num.) ששה עשר "sixteen" 44:20, 23
צוה Pi.: to command (vb.) מצוה 49:12	שלום peace, welfare, "Greetings" (n.m.) שלום 49:2 שלם 51:2	ששים sixty (num.) ששים 46:8
קבל Ithpa.: to be received (vb.) יתקבל 45:26; 46:9	שלוש three (num.) שלוש 44:1; 45:1, 24; 46:1	שתה to drink (vb.) שתין 49:3
קים legally binding, valid (adj.) קים 44:26; 45:29; 46:12	קראה Nip.: to be called (vb.) נקרה 44:8, 9, 11, 12, 14; 46:3bis	—ת see את
קרב Pi.: to bring near, deliver (vb.) לקרב 46:11	קרב legal contest (Aramaism; n.m.) תגר 45:28; 46:10	תבע to demand, claim (vb.) תגר 45:28
קשר "tie" (n.m.)		

## ARAMAIC INCLUDING ARABIC LOANWORDS

אגרה letter (n.f.) אגרת 53:1 אגרתה 55:2; 63:5	תמר 10:16	ארמלה widow (n.f.) ארמלה 7:26, 68
או or (conj.) או 7:15, 19, 23, 53, 58; [10:8]; 42:8	אנה I (pron.) אנה 7:3; 8:7; 10:15, 18; 47a:8, 10, b:4; 50:9; 56:4	ארע land, land parcel (n.f.) ארע 7:4, 6, 34, 37 ארעא 7:10, 44
אוטקרטור Imperator (αὐτοκράτορ; n.m.) אוטקלטור 8:1 אוטקרטור 7:1	אנון they (pron.) אנון 7:52; 10:6; 47b:6, 7; 54:11	את you (ms) (pron.) את 57:3
אוריא see אוריא בית אוריא	אנחנה we (pron.) אנחנה 42:3; 56:7	אחי Qal: to go; Ap.: to bring (vb.) יחה 56:6 היחי 54:3(?) חיתון 56:3, 5
אח brother, kinsman (n.f.) אחיה 8:4 אחי 56:2	אנש a person, anyone (n.m.) אנוש 7:19, 21, 23bis, 27, 60; 8:7 אנש 47b:10, 50:13; 55:3	אתר place, parcel of land (n.m.) אתרא 7:7, 39; 47a:8 אתריא 7:4, 11, 45 אתרי 7:5, 15, 25, 53 אתר(מ) 55:3
אחד to seize, grasp (vb.) למחד 54:16 תחדון 54:3, 14	אנתה woman, wife (n.f.) אנתה [10:5], 8, 10, 11 אנתיה 7:3, 14, 28, 33, 51, 62	אתרג citron (n.m.) אתרגין 57:3
אחד one, first (Hebraism; only in date formulae) באחד 42:1, 7tris	אנתו wifehood (n.f.) אנתו [10:5]	(מן) after (prep.) באתר 7:16, 24, 54, 61
אחר other, another (adj.) אחרי 7:7, 12, 13, 48 אחרן 55:3 אחרנין 7:6, 9, 37, 42; 57:3	אנתי you (fs) (pron.) אנת 10:3 אנתי 7:3, 14, 18, 33, 50, 57	בגד clothier (Hebraism; n.m.) הבגד 7:9, 10, 41, 43
אילן tree (n.m.) אילן 7:4, 34, 48 אלנה 50:11	אספליא guard (ἀσφάλεια; n.f.) באספליא 54:5, 9 באספליה 54:15	בדיל so that, for the reason that (ב+די+ל; prep.) בדיל די 57:4
איתי particle of existence איתי 7:3, 4, 19, 20, 21, 35, 59 איתוהי 7:20	אסר binding agreement (n.m.) אסר 7:18, 28, 59 אסרה 7:14, 51	בדר Pa. passive participle: to scatter (vb.) מבדרין 7:48
אכל to eat, enjoy the usufruct (vb.) אכל 7:14, 51	אפריע right away, immediately (adv.) באפריע 55:5	בחן to weigh, examine (vb.) תבחנון 54:2
אכלסה populace, population (ὄχλος; n.f.) אכלסה 57:5	אצדק rightful (heir) (ʿaṣdaqun; n.m.) אצדק 7:22, 23 אצדקי 7:21	בי see בית
אלה these (pron.) אלה 8:7 אלין 7:5	ארבע four (num.) ארבע 10:6, 8; 42:6 ארבעה 7:2, 12, 46, 47; 58:3 ארבעת ("fourteen") 47a:3 (עשיר)	בית house, household (n.m.) בי 7:4, 16, 55 ביתך 42:9 ביתך 10:10, 14, 15 בתיא 7:13, 15, 26, 49, 52 בתיח 54:11; 55:8-9 בתין 7:3
אלם לאם if (not) (conj.) אלם לאם 55:5	ארח road (n.m.) ארחא 7:9, 43	בית אוריא "cattle pen" (n.m.) בית אוריא 7:25, 26, 66, 67
אם if (conj.) אם 10:10, 14; 54:6	ארמל Ithpe.: to be/become a widow (demon. vb.) תארמל 7:25, 66	בית עלם eternal home (n.m.) בית עלמי 7:15, 18, 21, 22, 24, 28, 52, 54, 59, 61, 63, 64, 71; 10:15
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נשיל meaning uncertain (adj.) נשילין [1:8, 38]	II עם people עמה 1:12, 47; 2:1bis, 2, 5, 18, 24; 3:5, 21, 27	פלגו half, half-share (n.f.) פלגות 3:24
נתן to give, place (vb.) נתן 4:14 יתנו 1:10, 45; 2:17, 42; 3:20, 48; 4:19 למתן 2:9, 31; 3:10, 33	עמל to do work (vb.) עמל 6:6, 10bis	פלק to divide, apportion ( <i>falaqa</i> ; vb.) פלקה 2:13, 37; 3:15
סאה seah סאין 2:14, 37; 3:15, 41	עמל labor עמלא 6:6bis	פנט meaning uncertain פנט [1:15; 2:8, 29; 3:9, 32]
סלע sela' (= tetradrachma) (n.f.) סלעין 1:3, 6, 15, 34, 49, 50; 2:8, 29; 3:31; 9:9	עמר to live, dwell (vb.) עמר 1:14	פקדון deposit פקדונין 1:24
I ספר document, record ספר 1:23	עמר wool (n.m.) עמר 1:25	פרס precisely; split/half פרס [1:15; 2:8, 29; 3:9, 32]
II ספר scribe ספרא 1:59, 66; 2:49; 3:55	ענגדי 'Ein-Gedite (gentilic) ענגדיא 6:3	פרע to repay (vb.) יפרע 1:16, 40 יפרעון 1:51
עבר (vb.) Qal: to do, make למעבר 2:9; 3:10, 34 Ithpe.: passive יתעבר 4:18	ענגימין set time of irrigation ענימיה 2:3; 3:24 ענימין 2:6	פרע branch ( <i>far'un</i> ; n.m.) פרע 1:22
עד until עד 1:17; 2:11, 12, 14, 16, 41; 3:4, 11, 25, 34, 36, 38, 42, 47	ענש punishment ענשן 1:24	פרעון payment פרעונה 1:39 פרעונין 1:22
I עדא to remain ( <i>'ada</i> ; vb.) עדא [9:6]	עעלל see עלל	צבו desire, wish (n.f.) בצבות 4:17
II עדא promise ( <i>'idatun</i> ; n.f.) עדא [9:6]	עצה foliage ( <i>'ida'un</i> ; n.f.) עצה 2:6, 26; 3:29	צבי to want, desire (vb.) יעבה 2:9; 3:34 תצבא 1:18
עדי agreement עדי 1:18, [28, 33; 2:12; 3:38]	עקדון binding contract ( <i>'aqdun</i> ; n.m.) עקדון [1:15]	צדק entitlement צדק 2:5, 25; 3:6, 28
עלא above עלא 1:7, 17, 36; 4:9bis, 12, 14, 16	עקר to uproot (vb.) עקר 6:12	צרו Tyrian צרי 9:9
עלאכי as above, the same עלאכי [1:22; 2:6, 26; 3:29]	עקרן real property ( <i>'aqārun</i> ; n.m.) עקרן [1:15] עקרנא [4:14, 16]	צנעת crafted article ( <i>san'atun</i> ; n.f.) צנעת 1:25
עלאני something public ( <i>'alāniyatun</i> ) עלאני [1:22; 2:6, 26; 3:29]	I עראר objection (n.m.) ערארין [2:15, 40; 3:46; 4:18]	צפי Pa.: to clear ( <i>ṣafawa</i> ; vb.) אצפא 2:10, 32; 3:35 מצפא [1:8, 37]
עליד by the hand of עלידהם 1:38	II עראר deception (cf. <i>ḡirārun</i> ; n.m.) ערארין [2:15, 40; 3:46; 4:18]	לקבל- before, in advance of (prep.) לקבלה 1:40
עלל Ap.: to use as pledge (vb.) עלל 1:28	ערב voucher, guarantor ערב 1:7, 35; 4:12	קבלה complaint (?) (n.f.) קבלה 3:14, 39
עללה harvest, yield ( <i>ḡallatun</i> ) עללה 1:21, 26; 6:5bis	ערי meaning uncertain ערי [1:28, 33; 2:12; 3:38]	קדם before (prep.) קדם 4:12 קדמיני 4:14
	עשר ten (num.) עשר 6:5bis	קים to be (legally) valid, binding (vb.) קים 4:12

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קיסר emperor, Caesar (n.m.) קיסר 6:1; 9:9	שבה 3:4, 25bis	שני Pa.(?): to deviate from (vb.) אשנא 2:14, 38 ישנא(?) 6:9(?) נשנא 3:17, 44
קני to acquire, buy (vb.) למקנא 2:9, 30; 3:10, 33	שבח profit, improvement (n.m.) שבחה 1:27	שעה hour (n.f.) שעה 3:25
קנין (right of) purchase (n.m.) קנין 1:22	שכך to release (vb.) אשבך 2:11, 33; 3:36	שפר Pa.: to make improvements (vb.) משפר 6:9
I קצר to cut down (vb.) קצר [6:12]	שגיא large, great (adj.) שגיא 1:5, 31; 2:7, 28; 3:8, 30; 4:12; 6:15, 16	שקי irrigation ditch (n.m.) שקיא 2:22; 3:3, 24
II קצר to fall short, fail (vb.) קצר [6:12]	שהד witness (n.m.) שהד 1:55, 58, 62, 65; 6:19, 20; 9:11, 12, 13 שהדה [1:10; 2:42; 3:48; 4:19] שהדיה 1:45; 2:17 שהיה [1:10; 2:42; 3:48; 4:19]	שקמה sycamore (n.f.) שקמין 2:6, 26
קרי Ithpe.: to be called (vb.) מתקריה 3:3, 24	שוחתפו partnership שוחתפו 1:28; 2:7; 3:7, 30	שתין sixty (num.) שתין 3:31
קריב near (adj.) רחיק וקריב 2:11, 33; 3:36; 4:14; 9:7	שטר document (n.m.) שטרא 1:8, 16, 17, 38, 43, 44; 2:16, 41; 3:16, 34, 42; 4:18 שטרכי 1:9, 42	שתו rainy season, winter (n.m.) שתוא 6:14
קשמ piece, apportionment ( <i>qismun</i> ; n.m.) קשמ 2:6, 25; 3:28	שיזב to save, deliver (vb.) שיזב 1:1, 12, 47; 2:1bis, 5, 18, 24; 3:5, 21, 27	תבת firm, sound (register) ( <i>tābit</i> ; adj.) תבת 2:6, 25; 3:6, 28
ראש head, chief; principal sum (n.m.) ראש 1:15	שיזב (sale) price (n.m.) שי חרץ 2:9; 3:32	תוב to return; to do again (in hendyadis) (vb.) יתוב 1:30
רבי to increase (vb.) רבא 1:17	שלטון possession (n.m.) שלטנא 1:40	תחום boundary (n.m.) תחום 2:5, 25; 3:6, 28 תחומיה 2:4, 5, 25; 3:25, 28
רביח interest רביחה 1:19	שליט empowered (adj.) שליט 2:16; 3:46	תחות under (prep.) תחות 1:33
רהן to pledge ( <i>rahina</i> ) (vb.) למרהן 2:9; 3:33 רהנת [6:16]	שלל chain (n.m.) שללין 1:25	I תלה three (num.) תליתחא 6:1 תלה 1:1, 6, 11, 34, 39, 46, 49 תלחה 2:1, 18
רחיק far (adj.) רחיק וקריב 2:11, 33; 3:36; 4:14; 9:7	שלם peace, welfare, well-being (n.m.) בשלמא 4:11	II תלה one-third (n.m.) תלה 1:40
רחם lover (n.m.) רחם 2:2	שם name, designation (n.m.) בשמיי 2:12, 15; 3:13, 38 בשמנא 3:45	תמן price ( <i>tamanun</i> ) תמן [6:7, 11]
רחמם meaning uncertain רחמם 1:28	שמאל north לשמאלא 2:5, 24; 3:5, 27	תמן one-eighth (num.) תמן [6:7, 11]
רטיב watered (adj.) רטיבה 2:6, 26; 3:7, 29	שמין heavens (n.p.) שמיא 1:8, 33	תמונה eight (num.) תמונא 2:1, 18; 3:9, 21, 32; 4:11 תמונה 1:1, 11, 46
רעי Ithpe.: to want, desire (vb.) חתרעין [4:16]	שמש sun, sunny area (n.m.) שמש 1:5, 31; 2:28; 3:31	תמר date palm (n.m.) תמריא 2:3, 22; 3:23 תמרין 2:26 תמ>רין 2:6
רקק swamp רקקא 2:5; 3:27	שנה year (n.f.) שנין 1:16 שנת 1:1, 11, 46; 2:1, 18; 3:21; 6:5tris שנתא 2:14, 37; 3:41	תני Pa.: to make a condition (vb.) מתנא [3:43]
רשא authority, permission (n.m.) (לא) ברישא 2:16, 40; 3:44, 46; 4:18		
רשו jurisdiction, permission (n.f.) רשו 2:5, 25; 3:28 רשי 3:39		
שבא week, Sabbath (n.f.) שבא 3:4		

## GLOSSARY

- מחנן [1:10, 45; 2:17; 3:48; 4:18]
- תעין specification (*taʿyīnun*; n.m.)  
תעין 1:28, 32, 49; 2:12, 35; 3:38
- תצדיק legal agreement (?)  
תצדיק 2:12, 35; 3:14, 39
- תקף valid document (n.m.)  
תקף 1:23; 2:5, 25; 3:6, 28
- תרתין two (num.)  
תרתין 3:21  
תרתין 1:16; 2:8, 29

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